



Gaston County

Board of Commissioners

COURTHOUSE
325 Dr. Martin Luther King Jr. Way
Gastonia, NC

Chairman - Chad Brown
Vice-Chairman - Tom Keigher
Allen R. Fraley
Don Grant
Bob Hovis
Tracy L. Philbeck
Ronnie Worley

Tuesday, February 27, 2018

Meeting Agenda

REVISED - Regular Meeting 6:00 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE

MOTION TO OPEN PUBLIC HEARINGS

I. PUBLIC HEARINGS (Commissioners Only)

- A. Public Hearing - Re: Commissioner Worley - Planning/Zoning - To Approve Naming of Private Drive as Dog Day Ln.....5-9
 - 1. Receive Citizen Comment
 - 2. Accept Motion to Approve Resolution
- B. Public Hearing - Re: Commissioner Brown - Parks and Recreation - To Authorize Gaston County Parks and Recreation to Submit a NC Parks and Recreation Trust Fund (PARTF) Grant Application in 2018 (No Additional County Funds).....10
 - 1. Receive Citizen Comment
 - 2. Accept Motion to Approve Board Action
- C. Public Hearing - Re: Board of Commissioners - Order Authorizing \$250,000,000 School Bonds and Resolution Calling a Special Bond Referendum.....11-18
 - 1. Receive Citizen Comment
 - 2. Accept Motion to Approve Resolution

MOTION TO CLOSE PUBLIC HEARINGS

II. BUSINESS AGENDA

A. AGENDA REVISION/APPROVAL

- 1. MOVED TO 3/27: Section II, Item B-1
- 2. REVISED: Section IV, Item X - Board Action/BCR
- 3. ADDED: Section V, Item E

B. APPROVAL OF MINUTES

1. To Approve the Minutes of:
 - Rescheduled Regular Meeting of December 12, 2017
 - ~~Closed Session of December 12, 2017 NCGS 143-318.11(a)(5)~~ **MOVED TO 3/27**
 - ~~Closed Session of December 12, 2017 NCGS 143-318.11(a)(3)~~ **MOVED TO 3/27**
 - Organizational Meeting of December 12, 2017
 - ~~Closed Session of January 9, 2018 NCGS 143-318.11(a)(3)~~ **MOVED TO 3/27**
 - ~~Closed Session of January 9, 2018 NCGS 143-318.11(a)(6)~~ **MOVED TO 3/27**
 - Regular Meeting of January 23, 2018
 - ~~Closed Session of February 13, 2018~~ **MOVED TO 3/27**
 - Special Meeting of February 13, 2018
 - Special Meeting of February 16, 2018

III. CITIZEN RECOGNITION (Sign up Prior to Meeting; Speakers Have Five Minutes to Speak on Issue of Choice.)**IV. CONSENT AGENDA**

- A. Commissioner Brown - BOC - To Dissolve and Delete the Digital Task Force and the Work First Block Grant Plan Committee from the Appointment Records.....19
- B. Commissioner Hovis - BOC - Commendation - To Commend Ms. Meghan LeFevers, Assistant Principal, Bessemer City High School Upon her Recognition as the North Carolina Assistant Principal's Association (NCPAPA) 2018 North Carolina Secondary Assistant Principal of the Year and for Receiving the 2017-2018 Milken Educator Award.....20-21
- C. Commissioner Worley - Budget/Purchasing - To Accept and Appropriate a Governor's Crime Commission Award for Specialized Domestic Violence Mental Health Services (\$147,346 - No County Funds).....22-23
- D. Commissioner Worley - Budget/Purchasing - To Accept and Appropriate Additional State Grant Funds in the Amount of \$99,999 Awarded to the Sheriff's Office for Body Cameras.....24-25
- E. Commissioner Worley - Budget/Purchasing - To Accept a Governor's Crime Commission Grant for the Child Advocacy Center (\$160,026).....26-27
- F. Commissioner Worley - Budget/Purchasing - To Accept and Appropriate a Governor's Crime Commission Grant for Transitional Housing for Domestic Violence and Sexual Assault Victims in the Amount of \$119,476 (No County Funds).....28-29
- G. Commissioner Brown - Budget/Purchasing - To Approve a New Personnel Position for a Grants Analyst in the Budget Department.....30
- H. Commissioner Grant - Cooperative Extension - To Accept and Appropriate \$2,453 in Extension Program Fees.....31-32
- I. Commissioner Fraley - County Attorney - To Approve North Carolina Industrial Commission File No. 13-756786 Agreement for Final Compromise Settlement and Release - Desiree Giacobbe Blalock.....33

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- J. Commissioner Brown - County Attorney - To Approve the Sixth Amendment to the Lawyers Building of Gastonia, LLC, Economic Development Incentive Agreement (100% County Funds).....34-36
- K. Commissioner Brown - County Manager - To Accept Departmental Budget Change Requests as Information.....37-39
- L. Commissioner Brown - DHHS (ACCESS) - To Accept and Appropriate Additional Federal and State Funds for Medicaid Transportation in the Amount of \$100,000.....40-41
- M. Commissioner Brown - DHHS (Health Division) - To Accept and Appropriate Additional State Grant Funds Received from the NC Division of Public Health for the Environmental Health Program (100% Grant Funds - \$2,000).....42-43
- N. Commissioner Brown - DHHS (Health Division) - To Accept and Appropriate Additional State Grant Funds Received from the NC Division of Public Health for the Community Health Education Program (100% Grant Funds - \$3,810).....44-45
- O. Commissioner Brown - DHHS (Health Division) - To Accept and Appropriate Additional State Grant Funds Received from the NC Division of Public Health for the Community Health Education PREP Program (100% Grant Funds - \$4,500).....46-47
- P. Commissioner Brown - DHHS (Social Services Division) - To Accept and Appropriate Second Quarter Donations for the Domestic Violence Shelter, Child Advocacy Center, Adult Services Program, Nutrition Program, and Children Services (100% Donations - \$26,541).....48-49
- Q. Commissioner Brown - DHHS (Social Services Division) - Proclamation - To Proclaim the Month of February 2018 as Teen Dating Violence Awareness Month.....50-51
- R. Commissioner Grant - Finance - To Approve the Current Year Audit Contract with Martin Starnes & Associates, CPAs, P.A. for \$89,350.....52-72
- S. Commissioner Brown - Gaston Community Action - To Accept as Information the FY2018-19 Community Services Block Grant Application (No County Funds).....73
- T. Commissioner Brown - Parks and Recreation - To Accept and Appropriate \$6,000 in Sponsorships for the 2018 Gaston County Senior Games (100% Sponsorships).....74-75
- U. Commissioner Brown - Parks and Recreation - To Accept and Appropriate \$1,400 in Entry Fees for the 2017 Stanley Creek Massacre 5K/10K Race (100% Entry Fees).....76-77
- V. Commissioner Worley - Police Department - To Accept and Appropriate the Donation of \$100.00 from the Paradise Point Community Watch.....78-79
- W. Commissioner Philbeck - Public Works - To Modify a Recently Approved Fee Structure for the Solid Waste Management Division that Increased the Municipal Solid Waste Rate and Approve a Five Year Rate Agreement Based on the Rate Increases Being Phased In Over Five Years.....80
- X. **REVISED/** Commissioner Worley - Sheriff's Office - To Approve Sole Source Purchase of 125 Additional Body-Worn Cameras from Axon Enterprise, Inc. (\$307,544)**Green Sheet Pages (GSP) 81-82**
-

- Y. Commissioner Fraley - Tax Collections - Uncollected Real Estate Taxes and Lien Advertisement.....84-85
- Z. Commissioner Fraley - Tax Collections - Pursuant to G.S. 105-381, the Tax Collector Requests that the Listed Tax Refunds be Made. (Real Estate - \$264,745.79; Vehicles & ETC - \$114.00; VTS - \$7,480.74; Grand Total - \$272,340.53).....86-89

V. NON-CONSENT AGENDA ITEMS

- A. Commissioner Worley - BOC - To Approve the Requested Change of Scope for the Lowell Township Grant Funding.....90-98
- B. Commissioner Brown - Budget/Purchasing - To Approve a Non-Binding Advisory Referendum, Pursuant to Chap.105, Art. 46, for a ¼ cent (0.25 percent) Sales Tax, and Request the Gaston County Board of Elections to Schedule a Referendum for May 8, 2018.....99-100
- C. Commissioner Keigher - Planning/Zoning - To Consider Endorsement of a County Application Proposal through the Federal Congestion Mitigation and Air Quality (CMAQ) Program for Fiscal Year 2019 (Neal Hawkins Road Sidewalk).....101-109
- D. Commissioner Grant - Public Works - To Accept an Offer to Purchase County Owned Surplus Parcels (PID 137140 and PID 137134) and Authorize Staff to Initiate the Upset Bid Process.....110
- E. **ADDED/** Commissioner Philbeck - County Attorney - To Approve a Purchase Agreement with Gaston 232, LLC, for the Purchase of a Portion of the Proposed Apple Creek Industrial Site (180) Acres for \$3,604,000.....**(GSP) 110A-110I**

VI. ITEMS PULLED FROM CONSENT AGENDA

VII. ITEMS ADDED BY MAJORITY VOTE FOR DISCUSSION ONLY

VIII. APPOINTMENTS

- A. Appointment List - Current Expiring Terms/Vacant Positions.....111-115

IX. REPORTS

- A. Commissioners Committee Reports
- B. County Manager's Report
- C. County Attorney's Report

X. OTHER MATTERS

XI. ADJOURNMENT



Gaston County

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Planning Board Action

File #: 18-037

Public Hearing - Re: Commissioner Worley - Planning/Zoning - To Approve Naming of Private Drive as Dog Day Ln

1. Receive Citizen Comment
2. Accept Motion to Approve Resolution

STAFF CONTACT

Sarah Carpenter Penley - Planning GIS Specialist III - 704-866-3530

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Pursuant to the Gaston County Naming and Addressing Ordinance, the BOC is request to consider the street naming, as set forth in the attached resolution, in order to expedite public safety and emergency vehicle service to these Gaston County residents. Procedure for notifications has been made according to the Ordinance.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution and Maps



RESOLUTION TITLE: TO APPROVE NAMING OF PRIVATE DRIVE AS DOG DAY LN

WHEREAS, the Gaston County Planning Board is authorized to provide recommendations for Street Naming or Street Renaming of roadways in the unincorporated areas of Gaston County; and,

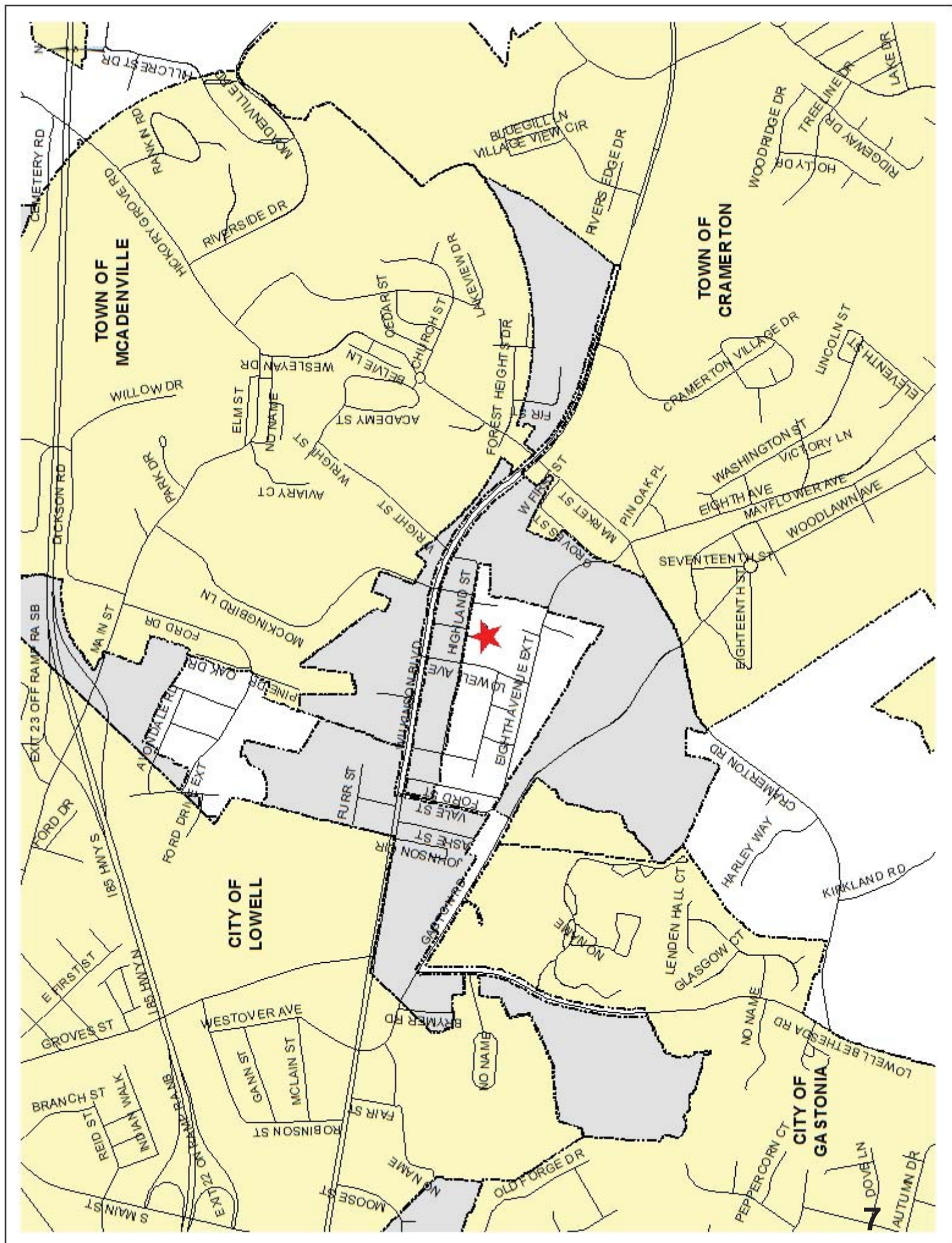
WHEREAS, the Gaston County Planning Board reviewed the street proposed for naming and after consideration are recommending the change below.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners approve the road name changes as follows:

Naming of private drive as Dog Day Ln

BE IT FURTHER RESOLVED that the County Manager is authorized to make the necessary notifications to the appropriate State and local officials.

DO NOT TYPE BELOW THIS LINE









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Parks & Recreation

Board Action

File #: 18-048

Public Hearing - Re: Commissioner Brown - Parks and Recreation - To Authorize Gaston County Parks and Recreation to Submit a NC Parks and Recreation Trust Fund (PARTF) Grant Application in 2018 **(No Additional County Funds)**

1. Receive Citizen Comment
2. Accept Motion to Approve Board Action

STAFF CONTACT

Cathy Hart - Parks and Recreation - 704-922-2162

BUDGET IMPACT

Grant would provide \$350,000 in additional funding for Dallas Park Improvements. Required grant matching funds are included in the approved Dallas Park Expansion Budget.

BUDGET ORDINANCE IMPACT

Increase funding available for Dallas Park Improvements.

BACKGROUND

Gaston County Parks and Recreation maintains and manages a system of 19 parks, including the Dallas Park. The 90-acre Dallas Park was constructed in the 1970s and the park includes baseball/softball fields, equestrian facilities, fishing lakes, picnic shelters, tennis courts, and a historical village. In 2013, Parks and Recreation completed an update to the Dallas Park Master Plan. The planning process provided opportunities for public input at several public meetings. In 2017, Parks and Recreation updated the Parks and Recreation Comprehensive Master Plan. More than 500 people provided input for the Comprehensive plan and voiced support for amenities that are included in the 2013 Dallas Park Plan. The NC Parks and Recreation Trust Fund (PARTF) provides dollar for dollar matching grants to local governments for parks and recreational projects to serve the public. Gaston County Parks and Recreation requests the Board of Commissioners to authorize the submission of a 2018 PARTF grant application in the amount of \$350,000. The PARTF Grant project will include adding a new soccer field, splash pad, dog park, fitness pavilion, additional parking and restrooms to the Dallas park. The Board of Commissioners is requested to provide \$350,000 in matching funds which are available in the approved Dallas Park Expansion budget.

POLICY IMPACT

N/A

ATTACHMENTS

N/A



Gaston County

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County Attorney

Board Action

File #: 17-469

Public Hearing - Re: Board of Commissioners - Order Authorizing \$250,000,000 School Bonds and Resolution Calling a Special Bond Referendum

1. Receive Citizen Comment
2. Accept Motion to Approve Resolution

STAFF CONTACT

Charles Moore - County Attorney

BACKGROUND

Public Hearing - This will complete the statutory process for authorizing new school bonds and calling for a special bond referendum.

ATTACHMENTS

Resolution

A regular meeting of the Board of Commissioners for the County of Gaston, North Carolina, was held at 6:00 P.M., on February 27, 2018, in the Harley B. Gaston, Jr. Public Forum on the second floor of the Gaston County Courthouse at 325 Dr. Martin Luther King, Jr. Way, in Gastonia, North Carolina, the regular place of meeting.

Present: Chairman Chad Brown, presiding, and Commissioners_____

_____.

Absent: _____.

* * * * *

At 6:00 P.M. the Chairman announced that this was the hour, date and place fixed by the Board of Commissioners for the public hearing upon the order entitled: "ORDER AUTHORIZING \$250,000,000 SCHOOL BONDS" and that the Board of Commissioners would immediately hear anyone who might wish to be heard on the question of the validity of said order or the advisability of issuing said bonds.

No one appeared, either in person or by attorney, to be heard on the question of the validity of said order or the advisability of issuing said bonds and the Clerk to the Board of Commissioners announced that no written statement relating to said questions had been received.

NOTE: The preceding page is written on the theory that no person wishes to be heard, either orally or in writing. If the contrary is true, one or more of the following clauses may be added after the last sentence on the preceding page:

except _____, residing at _____, who appeared in person and stated _____.

except _____, Esq., who stated that he represented _____, residing at _____, who wishes to state _____.

except _____, who presented a statement signed by _____ persons, which statement was read and ordered spread upon the minutes, and is as follows: [If any written statement is presented it should be inserted in full in the minutes at this point, including names of signers, if such insertion is practicable].

All of the foregoing statements were duly considered by the Board of Commissioners.

[Remove this page from the proceedings prior to their certification.]

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____ and carried, the order introduced and passed on first reading on February 13, 2018 entitled: “ORDER AUTHORIZING \$250,000,000 SCHOOL BONDS” was read a second time by title and placed upon its final passage. The vote upon the final passage of said order was:

Ayes: Commissioners _____

_____.

Noes: _____.

The Chairman then announced that the order entitled: “ORDER AUTHORIZING \$250,000,000 SCHOOL BONDS” had been adopted.

The Clerk to the Board of Commissioners was thereupon directed to publish said order, together with the appended statement as required by The Local Government Bond Act, as amended, once in The Gaston Gazette.

Thereupon Commissioner _____ introduced the following resolution, a copy of which had been made available to each Commissioner:

RESOLUTION CALLING A SPECIAL
BOND REFERENDUM

BE IT RESOLVED by the Board of Commissioners for the County of Gaston:

Section 1. A special bond referendum is hereby called to be held between 6:30 A.M. and 7:30 P.M., on Tuesday, May 8, 2018, at which there shall be submitted to the qualified voters of the County of Gaston the question stated in the notice of special bond referendum set forth in Section 3 of this resolution.

Section 2. For said referendum, (i) the regular registration books for elections in Gaston County shall be used and the registration books, process or records shall be open for the

registration of qualified persons and for public inspection in the manner, under the conditions and at the times and places as provided by law or the Gaston County Board of Elections (the “Board of Elections”), (ii) the chief judges, judges and other officers of election appointed by the Board of Elections for the precincts and voting places in said County shall be the election officers for such precincts and voting places and (iii) the precincts and voting places for said referendum shall be those fixed by the Board of Elections, subject to change as provided by law. The Board of Elections is hereby requested to conduct said referendum and to take all necessary steps to that end.

Section 3. The Clerk to the Board of Commissioners shall cause a notice to be published in The Gaston Gazette once at least fourteen days before April 13, 2018 (being the last day on which persons may register for said referendum except for certain situations) and once again not less than seven days before said day, such notice to read substantially as follows:

NOTICE OF SPECIAL BOND REFERENDUM
IN THE
COUNTY OF GASTON, NORTH CAROLINA

A special bond referendum will be held throughout the County of Gaston, North Carolina, between 6:30 A.M. and 7:30 P.M., on Tuesday, May 8, 2018 at which there will be submitted to the qualified voters of said County the following question:

Shall the order adopted on February 27, 2018, authorizing not exceeding \$250,000,000 School Bonds of the County of Gaston, North Carolina, plus interest for the purpose of providing funds, with any other available funds, for erecting additional school buildings and other school plant facilities, enlarging, reconstructing, renovating and replacing existing school buildings and other school plant facilities and acquiring any necessary land, furnishings, equipment and appurtenant facilities therefor, in order to provide additional school facilities in said County to maintain the school term as required by Section 2 of Article IX of the Constitution, and providing that additional taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds, be approved?

The question hereinabove set forth contains a statement of the purpose for which the bonds are authorized by the order referred to in such question.

If said bonds are issued, taxes in an amount sufficient to pay the principal and interest thereof will be levied upon all taxable property in the County of Gaston.

Said referendum will be conducted by the Gaston County Board of Elections (the “Board of Elections”). Except for certain situations, the last day to register to vote in said referendum is April 13, 2018, subject to change as provided by law. For more information concerning registration, procedures for residents who have changed residences from the date of the last election, voting by absentee ballot, one-stop voting and polling places, please contact the Board of Elections at 410 W. Franklin Blvd., Suite 50, Gastonia, North Carolina 28052 or at 704-852-6005, or by visiting its website, www.gastoncountyelections.com.

James W. Ragan
Chairman of the Gaston County Board of Elections
North Carolina

Donna S. Buff
Clerk to the Board of Commissioners for the
County of Gaston, North Carolina

Section 4. The form of the question to appear in the ballots and in the instructions to voters for said referendum shall be substantially as follows:

.....

Shall the order adopted on February 27, 2018, authorizing not exceeding \$250,000,000 School Bonds of the County of Gaston, North Carolina, plus interest for the purpose of providing funds, with any other available funds, for erecting additional school buildings and other school plant facilities, enlarging, reconstructing, renovating and replacing existing school buildings and other school plant facilities and acquiring any necessary land, furnishings, equipment and appurtenant facilities therefor, in order to provide additional school facilities in said County to maintain the school term as required by Section 2 of Article IX of the Constitution, and providing that additional taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds, be approved?

.....

Section 5. The Clerk to the Board of Commissioners is hereby directed to mail or deliver a certified copy of this resolution to the Board of Elections within three days after the passage hereof.

Section 6. This resolution shall take effect immediately upon its passage.

Thereupon, upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled: "RESOLUTION CALLING A SPECIAL BOND REFERENDUM" was passed by the following vote:

Ayes: Commissioners _____

_____.

Noes: _____.

* * * * *

I, Donna S. Buff, Clerk to the Board of Commissioners for the County of Gaston, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on February 27, 2018, as relates in any way to the holding of a public hearing upon an order authorizing the issuance of bonds of said County as described in such proceedings, the adoption of said order and the calling of a special bond referendum and that said proceedings are recorded in Minute Book No. ____ of the minutes of said Board, beginning at page ____ and ending at page ____.

I DO HEREBY FURTHER CERTIFY that I mailed or delivered a certified copy of the resolution passed by said Board on February 27, 2018 entitled: "RESOLUTION CALLING A SPECIAL BOND REFERENDUM" to the Gaston County Board of Elections on or before the third day following the passage of said resolution.

I DO HEREBY FURTHER CERTIFY that notice of said meeting was duly given in accordance with G.S. § 143-318.12.

WITNESS my hand and the corporate seal of said County, this _____ day of February 2018.

Clerk to the Board of Commissioners



Gaston County

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Commissioners

Board Action

File #: 18-042

Commissioner Brown - BOC - To Dissolve and Delete the Digital Task Force and the Work First Block Grant Plan Committee from the Appointment Records

STAFF CONTACT

Donna S. Buff - Clerk to the Board - 704-866-3196

BACKGROUND

Approval of this Board Action, to be effective immediately, hereby dissolves and deletes the Digital Task Force and the Work First Block Grant Plan Committee from the Appointment Records.

ATTACHMENTS

N/A



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Board Action

File #: 18-026

Commissioner Hovis - BOC - Commendation - To Commend Ms. Meghan LeFevers, Assistant Principal, Bessemer City High School Upon her Recognition as the North Carolina Assistant Principal's Association (NCPAPA) 2018 North Carolina Secondary Assistant Principal of the Year and for Receiving the 2017-2018 Milken Educator Award

STAFF CONTACT

Donna S. Buff - Clerk to the Board - 704-866-3196

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Ms. Meghan LeFevers was named the 2018 North Carolina Secondary Assistant Principal of the Year by the North Carolina Principals & Assistant Principals' Association (NCPAPA) and was the recipient of the 2017-2018 national Milken Educator Award for work with at-risk and special needs students.

ATTACHMENTS

Commendation



WHEREAS, Ms. Meghan LeFevers, Assistant Principal at Bessemer City High School since 2014 and former teacher at W.C. Friday Middle School, was recently recognized with top state and national honors by the North Carolina Secondary Principals and Assistant Principals' Association (NCPAPA) and the national Milken Educator Award; and,

WHEREAS, she was selected among the state's top administrators as the 2018 Secondary Assistant Principal of the Year following an extensive nomination and application process. She will represent North Carolina nationally in July as she vies for NASSP Assistant Principal of the Year honors; and,

WHEREAS, within the span of a month, Ms. LeFevers was again recognized during a surprise announcement at a Bessemer City High School assembly with special guests on hand, Mr. Mark Johnson, North Carolina Superintendent of Public Instruction and Dr. Jane Foley, Milken Educator Awards Senior Vice President, as she learned she had been selected, along with 44 other national honorees, as the recipient of the prestigious 2017-2018 Milken Educator Award, earning her a \$25,000 unrestricted cash prize; and,

WHEREAS, Meghan's innovative work with at-risk and special needs students, along with her keen ability to foster academic success, no matter the student or the circumstances, earned her the attention of Milken, as she was sought out for this unique award – an award that you cannot be nominated for or apply for and that has been befittingly hailed as the "Oscars of Teaching" by *Teacher Magazine*; and,

WHEREAS, honoring Ms. LeFevers as a "creative administrator and educator", Dr. Foley was also quoted as praising her work "across the educational spectrum from gifted students to the disabled" and for striving "to maximize the potential of each and every student, especially those from underserved communities". She has travelled statewide and nationally sharing her knowledge of inclusion practices and her passion for educational equity; and,

WHEREAS, Meghan, who comes from a family of educators, is a 2003 graduate of Cherryville High School. She began her academic path at Appalachian State University, earning a bachelor's degree in elementary education as a North Carolina Teaching Fellow and she earned her master's degree in school administration from UNC Charlotte in 2014, completing both degrees with "summa cum laude" academic status.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners hereby congratulates and commends

Ms. Meghan LeFevers

upon her recent recognition as the 2018 NCPAPA North Carolina Secondary Assistant Principal of the Year and as the recipient of the 2017-2018 Milken Educator Award. The Board further extends its appreciation for her leadership, compassion and exceptional work as a Gaston County educator.

Chad Brown, Chairman

Allen R. Fraley

Tom Keigher, Vice-Chairman

Donald J. Grant, Jr.

Tracy L. Philbeck

Bob Hovis

Ronald E. Worley



Gaston County

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Budget and Purchasing Board Action

File #: 18-021

Commissioner Worley - Budget/Purchasing - To Accept and Appropriate a Governor's Crime Commission Award for Specialized Domestic Violence Mental Health Services (**\$147,346 - No County Funds**)

STAFF CONTACT

Pat Laws - Budget Purchasing - 704-866-3771

BUDGET IMPACT

Appropriate additional revenue funds. No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The County is the recipient of a Governor's Crime Commission grant for specialized domestic violence mental health services. The project will serve victims of domestic violence/sexual assault by providing evaluations and trauma-focused, individual and group therapy at Phoenix Counseling Center, The Shelter of Gaston County, and other identified locations in the community.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4131 Budget/Purchasing
Dept. # Department Name

Matthew Rhoten
 Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Specialized DV Mental Health Grant	010-01-4131-0000-425094-18601	(\$147,346)
Specialized DV Mental Health Grant	010-01-4131-0000-560000-18601	\$147,346

JUSTIFICATION FOR REQUEST:

The County is the recipient of a Governor's Crime Commission grant for specialized domestic violence mental health services. The project will serve victims of domestic violence/sexual assault by providing evaluations and trauma-focused, individual and group therapy at Phoenix Counseling Center, The Shelter of Gaston County, and other identified locations in the community.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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Budget and Purchasing Board Action

File #: 18-023

Commissioner Worley - Budget/Purchasing - To Accept and Appropriate Additional State Grant Funds in the Amount of \$99,999 Awarded to the Sheriff's Office for Body Cameras

STAFF CONTACT

Pat Laws - Budget/Purchasing - 704-866-3771

BUDGET IMPACT

Appropriate State grant award of \$99,999 for the Sheriff's Office. The \$99,999 match will come from the Sheriff's Civil Processing fees.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Body cameras will provide value in enhancing officer safety, reducing liability, assisting with prosecution and case resolution, and further promoting professionalism and accountability. By allowing audio and video surveillance to be worn on the body, first responders are able to record more in-depth information that can be used as evidence in court. Developed to improve mobility to save time and to reduce costs, the wearable camera makes the capture, management and review of the recorded data more efficient. The evidence caught by these cameras also can be used for training purposes or in other scenarios. Body cameras are less expensive than in-car video systems, and it is the goal of the Sheriff's Office to outfit every deputy with a body camera.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4131

Dept. # Department Name

Matthew Rhoten

Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
State Body Worn Camera Grant	010-02-4315-4315-420001-18602	(\$99,999)
State Body Worn Camera Grant	010-02-4315-4315-560000-18602	\$99,999

JUSTIFICATION FOR REQUEST:

Body cameras will provide value in enhancing officer safety, reducing liability, assisting with prosecution and case resolution, and further promoting professionalism and accountability. By allowing audio and video surveillance to be worn on the body, first responders are able to record more in-depth information that can be used as evidence in court. Developed to improve mobility to save time and to reduce costs, the wearable camera makes the capture, management and review of the recorded data more efficient. The evidence caught by these cameras also can be used for training purposes or in other scenarios. Body cameras are less expensive than in-car video systems, and it is the goal of the Sheriff's Office to outfit every deputy with a body camera. The match for the grant will come from the Sheriff's Civil Processing Fees and funds remaining in prior FY SCAAP accounts.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



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Budget and Purchasing Board Action

File #: 18-024

Commissioner Worley - Budget/Purchasing - To Accept a Governor's Crime Commission Grant for the Child Advocacy Center **(\$160,026)**

STAFF CONTACT

Pat Laws - Budget/Purchasing - 704-866-3771

BUDGET IMPACT

This funding supports positions at the CAC and was included in the current fiscal year's budget.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Lighthouse sustains a child friendly environment for child victims and non-offending caregivers to receive advocacy services and support from an accredited Children's Advocacy Center.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4131 Budget & Purchasing
Dept. # Department Name

Matthew Rhoten 1/31/2018
Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Child Advocacy: GCC 2017 Grant	020-05-5585-0000-425123-18605	(\$160,026)
Child Advocacy: GCC 2017 Grant	020-05-5585-0000-520010-18605	\$575
Fund Balance Appropriated	020-99-9900-0000-490000	\$159,451

JUSTIFICATION FOR REQUEST:

The County is the recipient of a Governor's Crime Commission grant that will fund partial personnel costs for staff at The Lighthouse/Child Advocacy Center. The personnel costs were included in the FY18 budget, and the grant funds covering those costs are being returned to fund balance.

An amount of \$575 is allocated for mileage reimbursement expenses.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

Gaston County
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Budget and Purchasing Board Action

File #: 18-034

Commissioner Worley - Budget/Purchasing - To Accept and Appropriate a Governor's Crime Commission Grant for Transitional Housing for Domestic Violence and Sexual Assault Victims in the Amount of \$119,476 (**No County Funds**)

STAFF CONTACT

Pat Laws - Budget/Purchasing - 704-866-3771

BUDGET IMPACT

Appropriate grant revenues. No additional County funds.

BUDGET ORDINANCE IMPACT

Appropriate additional revenue of \$119,476

BACKGROUND

This project will address the urgent need of assisting domestic violence and sexual assault victims in making a successful transition from emergency housing into permanent housing.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4131 Budget/Purchasing
Dept. # Department Name

Matthew Rhoten
 Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Transitional Housing for DV Victims	010-01-4131-0000-420000-18604	(\$119,476)
Transitional Housing for DV Victims	010-01-4131-0000-560000-18604	\$119,476

JUSTIFICATION FOR REQUEST:

The County is the recipient of a Governor's Crime Commission grant for specialized domestic violence mental health services. The project will serve victims of domestic violence/sexual assault by providing evaluations and trauma-focused, individual and group therapy at Phoenix Counseling Center, The Shelter of Gaston County, and other identified locations in the community.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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Budget and Purchasing Board Action

File #: 18-043

Commissioner Brown - Budget/Purchasing - To Approve a New Personnel Position for a Grants Analyst in the Budget Department

STAFF CONTACT

Matthew Rhoten - Budget & Purchasing - 704-866-3048

BUDGET IMPACT

The new position will be funded with lapsed salaries in this fiscal year. No additional appropriation is necessary.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

This position will collaborate with the Grants Administrator to research and develop new grant-funded projects and to assist with the financial and programmatic requirements of current grants. This position will also facilitate contract approvals and Munis requisitions for payment. Grant awards for the 2017 calendar year were approximately \$5,000,000 dollars. The year-to-year increase in grant funding requires greater oversight for compliance. This position allows the Grants Administrator to spend more time writing grant applications and less time on program management.

POLICY IMPACT

N/A

ATTACHMENTS

N/A



Gaston County

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Cooperative Extension Board Action

File #: 18-054

Commissioner Grant - Cooperative Extension - To Accept and Appropriate \$2,453 in Extension Program Fees

STAFF CONTACT

David Fogarty - NC Cooperative Extension - 704-922-2130

BUDGET IMPACT

Appropriate Fee revenues. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase revenues by \$2453 and appropriate \$2453 into Special Programs accounts.

BACKGROUND

This request is to accept and appropriate \$2453 in recent fees collected for 4-H and nutrition workshops and school gardening programming. Fees are used to offset costs of program supplies and to pay for 4-H'er participation in regional programs.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4950 NC Cooperative Extension

Dept. # Department Name

David Fogarty 2-7-2018

Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
4H Fees	010-07-4950-4952-410009-18135	[1173.00]
State/District 4H Programs	010-07-4950-4952-560000-18135	1173.00
Coop Ext Serv Special Project	010-07-4950-4950-415013-15226	[195.00]
Fee Based Prog-Food/Supplies	010-07-4950-4950-560000-15226	195.00
Coop Ext Serv Special Project	010-07-4950-4950-415013-17272	[135.00]
Something Pumkin	010-07-4950-4950-560000-17272	135.00
Coop Ext Serv Special Project	010-07-4950-4950-415013-18134	[950.00]
Healthy Harvest	010-07-4950-4950-560000-18134	950.00

JUSTIFICATION FOR REQUEST:

This request is to accept and appropriate \$2453 in recent fees collected for 4-H and nutrition workshops and school gardening programming. Fees are used to offset costs of program supplies and to pay for 4-H'er participation in regional programs.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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County Attorney

Board Action

File #: 18-057

Commissioner Fraley - County Attorney - To Approve North Carolina Industrial Commission File No. 13-756786 Agreement for Final Compromise Settlement and Release - Desiree Giacobbe Blalock

STAFF CONTACT

Charles Moore - County Attorney

BUDGET IMPACT

Budgeted funds will be reduced by \$125,000.00

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Workplace injury resulted in extended treatments.

POLICY IMPACT

N/A

ATTACHMENTS

N/A



Gaston County

Gaston County
Board of Commissioners
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County Attorney

Board Action

File #: 18-072

Commissioner Brown - County Attorney - To Approve the Sixth Amendment to the Lawyers Building of Gastonia, LLC, Economic Development Incentive Agreement (**100% County Funds**)

STAFF CONTACT

Charles Moore- County Attorney- 704-866-3400

BUDGET IMPACT

Incentive payments would begin mid-year of FY19. 100% County Funds.

BUDGET ORDINANCE IMPACT

Increase expenditures for FY19.

BACKGROUND

This project is the re-adaptive use of the Lawyers Building on Main Street as hotel.

POLICY IMPACT

N/A

ATTACHMENTS

Sixth Amendment to Economic Incentive Agreement

SIXTH AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT

THIS SIXTH AMENDMENT TO ECONOMIC INCENTIVE AGREEMENT ("Amendment") is made effective as of the _____ day of February, 2018, by and between LAWYERS BUILDING OF GASTONIA, LLC, a North Carolina limited liability company ("Grantee"), and GASTON COUNTY ("County").

WITNESSETH:

WHEREAS, Grantee and County executed that certain Economic Incentive Agreement by and between Grantee and County dated as of August 20, 2013 (the "Agreement");

WHEREAS, by Amendment dated September 26, 2014, the parties amended the terms of the original agreement to provide for 120 monthly payments instead of 10 annual payments and to extend the date by which \$2.4 million in Capital Expenses had to be expended on the project from February 2015 to December 2015;

WHEREAS, by Amendment dated November 12, 2015, the parties amended the terms of the agreement to extend the date by which \$2.4 million in Capital Expenses had to be expended on the project to June 30, 2016

WHEREAS, by Amendment dated September 7, 2016, the parties amended the terms of the agreement to extend the date by which \$2.4 million in Capital Expenses had to be expended on the project to March 31, 2017; and

WHEREAS, by Amendment dated March 28, 2017, the parties amended the terms of the agreement to extend the date by which \$2.4 million in Capital Expenses had to be expended on the project to December 31, 2017; and

WHEREAS, the Agreement requires from Grantee both an amount of Capital Expenses to be expended as well as a time period for the renovation to be substantially completed; and

WHEREAS, the parties desire to amend the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2(a)(i) is hereby deleted in its entirety and replaced with the following:

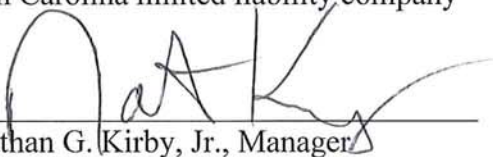
"Grantee shall have substantially completed the renovation of the Property into a mix-use commercial/residential building and expended at least \$2,400,000.00 in Capital Expenses on or before December 31, 2018."

2. All other terms and conditions of the Agreement shall remain unchanged. Except as amended by this Amendment, the Agreement shall continue in full force and effect, and the Agreement, as amended by this Amendment, is hereby expressly approved, ratified, confirmed and reaffirmed by Grantee and City.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTEE:

LAWYERS BUILDING OF GASTONIA, LLC,
a North Carolina limited liability company

By: 
Nathan G. Kirby, Jr., Manager

COUNTY:

GASTON COUNTY BOARD OF COMMISSIONERS

By: _____
Chad Brown, Chairman

ATTEST:

Donna S. Buff, Clerk to the Board



Gaston County

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County Manager

Board Action

File #: 18-065

Commissioner Brown - County Manager - To Accept Departmental Budget Change Requests as Information

STAFF CONTACT

Bryant Morehead - Assistant County Manager - 704-866-3101

BACKGROUND

The BOC is requested to accept the attached Budget Change Requests as information.

ATTACHMENTS

Departmental Budget Transfers

**COUNTY MANAGER – LISTING OF DEPARTMENTAL BUDGET CHANGE REQUESTS
TO BE ACCEPTED AS INFORMATION AT THE FEBRUARY 27, 2018 BOARD MEETING**

EFF DATE	DEPT	ACCOUNT	Debit/Credit	AMOUNT
01/03/2018	Budget	010-01-4131-0000-520001-	C	\$500
01/03/2018		010-01-4131-0000-520013-	C	\$500
01/03/2018		010-01-4131-0000-520011-	D	\$1,000
01/05/2018	Public Works	010-01-4265-4265-530010-	C	\$36,340
01/05/2018		010-01-4265-4265-530029-	D	\$36,340
01/08/2018	Museum	010-04-6141-0000-530020-	D	\$500
01/08/2018		010-04-6141-0000-530023-	C	\$500
01/08/2018	Police	010-02-4310-4310-530010-	D	\$4,000
01/08/2018		010-02-4310-4310-520006-	C	\$4,000
01/09/2018	Health	011-05-5112-5115-520002-	C	\$2,000
01/09/2018		011-05-5112-5115-520010-	D	\$2,000
01/10/2018	Attorney	010-01-4150-0000-520011-	D	\$2,000
01/10/2018		010-01-4150-0000-520012-	C	\$1,000
01/10/2018		010-01-4150-0000-520013-	C	\$500
01/10/2018		010-01-4150-0000-520007-	C	\$500
01/10/2018	Fire Marshal	010-02-4340-0000-520013-	D	\$400
01/10/2018		010-02-4340-0000-520001-	C	\$400
01/10/2018	Bldg Insp	012-02-4350-0000-520010-	C	\$1,500
01/10/2018		012-02-4350-0000-530020-	D	\$1,500
01/11/2018	Budget	010-01-4131-0000-560000-17227	C	\$2,776
01/11/2018		010-01-4131-0000-560000-12276	D	\$2,776
01/16/2018	Finance	010-01-4130-0000-510001-	C	\$10,000
01/16/2018		010-01-4130-0000-530015-	D	\$10,000
01/17/2018	Cable Access	010-01-4125-0000-520007-	C	\$100
01/17/2018		010-01-4125-0000-520001-	D	\$100
01/19/2018	Social Services	020-05-4810-0000-510001-	C	\$70
01/19/2018		020-05-4810-0000-510003-	D	\$70
01/19/2018	Nat Res	010-07-4960-0000-520012-	C	\$1,040
01/19/2018		010-07-4960-0000-530000-	D	\$1,040
01/23/2018	Museum	010-04-6141-0000-520001-	C	\$500
01/23/2018		010-04-6141-0000-530015-	C	\$500
01/23/2018		010-04-6141-0000-520013-	C	\$1,500
01/23/2018		010-04-6141-0000-520011-	C	\$1,000
01/23/2018		010-04-6141-0000-530023-	C	\$1,500
01/23/2018		010-04-6141-0000-530000-	D	\$5,000
01/23/2018	Social Services	020-05-4790-0000-520010-	C	\$900
01/23/2018		020-05-4790-0000-530015-	D	\$900
01/23/2018	Communications	010-02-4311-0000-520007-	C	\$500
01/23/2018		010-02-4311-0000-530000-	D	\$500
01/23/2018		010-02-4311-0000-530030-	C	\$600
01/23/2018	Police	010-02-4310-4310-530030-	D	\$600
01/24/2018	Library	010-04-6110-6112-530014-	C	\$1,000
01/24/2018		010-04-6110-6112-520011-	D	\$1,000

County Manager - Listing of Departmental Budget Change Requests to be Accepted as Information
Page 2

EFF DATE	DEPT	ACCOUNT	Debit/Credit	AMOUNT
01/24/2018	Fire Marshal	010-02-4340-0000-520001-	C	\$32
01/24/2018		010-02-4340-0000-530022-	D	\$32
01/25/2018	Health Ins	060-08-4720-0000-530012-	C	\$25,000
01/25/2018		060-08-4720-0000-520012-	D	\$25,000
01/25/2018	Fleet	027-01-4265-4260-520012-	C	\$1,162
01/25/2018		027-01-4265-4260-540002-18085	D	\$1,162
01/26/2018	BOC	010-01-4110-0000-520013-	C	\$1,300
01/26/2018		010-01-4110-0000-530002-	D	\$1,300
01/26/2018	Fire Marshal	010-02-4340-0000-520001-	C	\$208
01/26/2018		010-02-4340-0000-530022-	D	\$208
01/29/2018	Bldg Insp	012-02-4350-0000-520007-	C	\$700
01/29/2018		012-02-4350-0000-520002-	C	\$112
01/29/2018		012-02-4350-0000-530010-	D	\$812
01/31/2018	Budget	010-01-4131-0000-520010-	C	\$500
01/31/2018		010-01-4131-0000-520011-	D	\$500



Gaston County

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DHHS - Social Services Division Board Action

File #: 18-053

Commissioner Brown - DHHS (ACCESS) - To Accept and Appropriate Additional Federal and State Funds for Medicaid Transportation in the Amount of \$100,000

STAFF CONTACT

Michael Coone - DHHS - Social Services- 704-862-7663

BUDGET IMPACT

Appropriation of Federal and State revenues. No additional County funds.

BUDGET ORDINANCE IMPACT

Increase Federal revenues by \$67,000 and State revenues by \$33,000 to appropriate \$100,000 into ACCESS Transportation of Clients account.

BACKGROUND

The Community Transportation Program (ACCESS) has experienced an increase in demand for contracted services. Due to this increase, the department has used several contracted providers to assist in meeting the demands, such as American Alternatives, Carolina Specialist and GEMS. These costs are billed directly to Medicaid through the NCTracks system. In order to cover the additional expenses, we are requesting to appropriate additional revenue funds, which will be received over and above the amount that was budgeted. This cost is reimbursed at 100%.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM:	4521	DHHS- ACCESS
	Dept. #	Department Name

Department Director's Name	Date
----------------------------	------

TYPE OF REQUEST:

Line Item Transfer Within Department & Fund

Line Item Transfer Between Funds *

Project Transfer Within Department & Fund

X	Additional Appropriation of Funds *
---	-------------------------------------

Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund - Function - Dept - Division - Object xxx - xx - xxxx - xxxx - xxxxx	PROJECT xxxxxx	AMOUNT Whole Dollars Only (See Note Below)
Transportation of Clients	010-01-4521-0000-560001-		100,000
Medicaid Transportation-Federal	010-01-4521-0000-425005-		(67,000)
Medicaid Transportation- State	010-01-4521-0000-425060-		(33,000)

JUSTIFICATION FOR REQUEST:

The Community Transportation Program (ACCESS) has experienced an increase in demand for contracted services. Due to this increase, the department has used several contracted providers to assist in meeting the demands, such as American Alternatives, Carolina Specialist and GEMS. These costs are billed directly to Medicaid through the NCTracks system. In order to cover the additional expenses, we are requesting to appropriate additional revenue funds, which will be received over and above the amount that was budgeted. This cost is reimbursed at 100%.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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DHHS - Public Health Division Board Action

File #: 18-050

Commissioner Brown - DHHS (Health Division) - To Accept and Appropriate Additional State Grant Funds Received from the NC Division of Public Health for the Environmental Health Program **(100% Grant Funds - \$2,000)**

STAFF CONTACT

Curtis Hopper - Environmental Health Administrator - DHHS - Public Health Division - 704-853-5201

BUDGET IMPACT

Appropriate 100% State Grant Revenue.

BUDGET ORDINANCE IMPACT

Increase State Grant revenue by \$2,000 and appropriate \$2,000 into Mosquito and Tick Program account.

BACKGROUND

The Gaston County Department of Health and Human Services - Public Health Division received additional State Grant funds from the NC Division of Public Health for the Environmental Health Program. Gaston County Environmental Health division was selected to begin basic vector surveillance, education, and suppression efforts with the goal of developing Integrated Mosquito and Tick Management programs for the future. These funds will help the department to remain prepared for the continuing threat of mosquito and tick-borne diseases in North Carolina. The funds will be used to purchase traps and supplies to identify the type of mosquito and for training to gain the skills needed to perform basic mosquito surveillance. These are Non-County funds.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST	
TO:	Earl Mathers
	COUNTY MANAGER
FROM:	5114 DHHS - Public Health
	Dept. # Department Name
	Department Director's Name Date

TYPE OF REQUEST:	
<input type="checkbox"/>	Line Item Transfer Within Department & Fund
<input type="checkbox"/>	Line Item Transfer Between Funds *
<input type="checkbox"/>	Project Transfer Within Department & Fund
<input checked="" type="checkbox"/>	Additional Appropriation of Funds *
<input type="checkbox"/>	Line Item Transfer Between Departments*
<u>* Requires resolution by the Board of Commissioners</u>	

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER Fund - Function - Dept - Division - Object - Project xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	AMOUNT Whole Dollars Only (See Note Below)
Health State Grant FY18 Mosquito and Tick Grant	011-05-5114-5125-425059-18600 011-05-5114-5125-560000-18600	(\$2,000) \$2,000

JUSTIFICATION FOR REQUEST:

The Gaston County Department of Health and Human Services – Public Health Division received additional State Grant funds from the NC Division of Public Health for the Environmental Health Program. Gaston County Environmental Health division was selected to begin basic vector surveillance, education, and suppression efforts with the goal of developing Integrated Mosquito and Tick Management programs for the future. These funds will help the department to remain prepared for the continuing threat of mosquito and tick-borne diseases in North Carolina. The funds will be used to purchase traps and supplies to identify the type of mosquito and for training to gain the skills needed to perform basic mosquito surveillance. These are Non-County funds.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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DHHS - Public Health Division Board Action

File #: 18-051

Commissioner Brown - DHHS (Health Division) - To Accept and Appropriate Additional State Grant Funds Received from the NC Division of Public Health for the Community Health Education Program **(100% Grant Funds - \$3,810)**

STAFF CONTACT

Carrie Meier - Community Health Education Administrator - DHHS-Public Health Division - 704-853-5405

BUDGET IMPACT

Appropriate 100% State Grant Revenue.

BUDGET ORDINANCE IMPACT

Increase State Grant revenue by \$3,810 and appropriate \$3,810 into the Healthy Communities Program account.

BACKGROUND

The Gaston County Department of Health and Human Services - Public Health Division received additional State Grant funds from the NC Division of Public Health for the Healthy Communities Program. The Healthy Communities Program seeks to educate the community on Health equity and implement community-based interventions that address poor nutrition, physical inactivity, tobacco use, violence and unintentional injury, and chronic disease screening and management. These funds will be used to pay for staff and community partners to receive training and to implement policy and system changes to result in positive behavior changes. These are Non-County funds.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 5112 DHHS - Public Health
Dept. # Department Name

Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Health State Grant FY18 Healthy Communities	011-05-5112-5115-425059- 011-05-5112-5115-560000-18501	(\$3,810) \$3,810

JUSTIFICATION FOR REQUEST:

The Gaston County Department of Health and Human Services – Public Health Division received additional State Grant funds from the NC Division of Public Health for the Healthy Communities Program. The Healthy Communities Program seeks to educate the community on Health equity and implement community-based interventions that address poor nutrition, physical inactivity, tobacco use, violence and unintentional injury, and chronic disease screening and management. These funds will be used to pay for staff and community partners to receive training and to implement policy and system changes to result in positive behavior changes. These are Non-County funds.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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DHHS - Public Health Division Board Action

File #: 18-052

Commissioner Brown - DHHS (Health Division) - To Accept and Appropriate Additional State Grant Funds Received from the NC Division of Public Health for the Community Health Education PREP Program **(100% Grant Funds - \$4,500)**

STAFF CONTACT

Carrie Meier - Community Health Education Administrator - DHHS-Public Health Division - 704-853-5405

BUDGET IMPACT

Appropriate 100% State Grant Revenue.

BUDGET ORDINANCE IMPACT

Increase State Grant revenue by \$4,500 and appropriate \$4,500 into the Prepare for Success (PREP) Program account.

BACKGROUND

The Gaston County Department of Health and Human Services - Public Health Division received additional State Grant funds from the NC Division of Public Health for the Prepare for Success (PREP) Program. The PREP Program focuses on reducing teen pregnancy. These funds will be used to implement a parent-child communication event to provide parents and youth an opportunity to learn about and discuss various topics concerning adolescent health. These are Non-County funds.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 5112 DHHS - Public Health
Dept. # Department Name

Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Health State Grant FY18 Prepare for Success	011-05-5112-5116-425059- 011-05-5112-5116-560000-18506	(\$4,500) \$4,500

JUSTIFICATION FOR REQUEST:

The Gaston County Department of Health and Human Services – Public Health Division received additional State Grant funds from the NC Division of Public Health for the Prepare for Success (PREP) Program. The PREP Program focuses on reducing teen pregnancy. These funds will be used to implement a parent-child communication event to provide parents and youth an opportunity to learn about and discuss various topics concerning adolescent health. These are Non-County funds.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

Gaston County
Board of Commissioners
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DHHS - Social Services Division

Board Action

File #: 18-055

Commissioner Brown - DHHS (Social Services Division) - To Accept and Appropriate Second Quarter Donations for the Domestic Violence Shelter, Child Advocacy Center, Adult Services Program, Nutrition Program, and Children Services **(100% Donations - \$26,541)**

STAFF CONTACT

Angela Karchmer - DHHS - Social Services - 704-862-7390

BUDGET IMPACT

Appropriate Donated Revenues. No additional County Funds.

BUDGET ORDINANCE IMPACT

Appropriate FY2018 Second Quarter donations in the amount of \$26,541 into Special Programs accounts for the FY18 budget.

BACKGROUND

Gaston County citizens and organizations often make donations to various programs within the Department of Health and Human Services- Social Services Division. During the Second Quarter of FY 2017-2018, donations totaled \$26,541. The Shelter of Gaston County received \$23,009 in donations to be used for rent deposits, utility deposits, prescribed medications, household items, and other purchases to meet client and Shelter needs. The Adult Services program received \$1,378 to be used to enrich various program activities for the elderly. The Nutrition program received \$1,702 to enhance the Meals on Wheels services. The Child Advocacy Center received \$152 to provide assistance to children in need. And, lastly, Child and Family Services received a \$300 donation to be used for children in foster care. The attached Budget Change Request appropriates the \$26,541 into the appropriate project accounts so the funds can be used for the intended purpose.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 5582/5600 DHHS- Social Services
Dept. # Department Name

Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	PROJECT xxxxxx	AMOUNT
	Fund - Function - Dept - Division - Object		Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx		(See Note Below)
Shelter: Donations	020-05-5582-0000-415001-		(23,009)
CAC: Donations	020-05-5585-0000-415001-		(152)
Adult Services: Donations	020-05-5600-0000-415001-		(1,378)
Nutrition: Donations	020-05-5622-0000-415003-		(1,702)
Residential Child Care: Donations	020-05-5867-0000-415001-		(300)
Special Programs:Donations Shelter	020-05-5582-0000-560000-	08162	23,009
Special Programs:Donations- CAC	020-05-5585-0000-560000-	16282	152
Special Programs:Donations- Adult Serv	020-05-5600-0000-560000-	08159	1,378
Special Programs:Donations- Nutrition	020-05-5600-0000-560000-	15259	1,702
Special Programs:Residential Child Care	020-05-5867-0000-560000-	17228	300

JUSTIFICATION FOR REQUEST:

During the second quarter of FY2017-2018, Gaston County citizens and organizations donated a total of \$26,541 to the Department of Health and Human Services - Social Services Division. The funding must be appropriated into the FY2017-2018 Social Services Budget in order to be used as intended by donors.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

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DHHS - Social Services Division Board Action

File #: 18-044

Commissioner Brown - DHHS (Social Services Division) - Proclamation - To Proclaim the Month of February 2018 as Teen Dating Violence Awareness Month

STAFF CONTACT

Angela Karchmer - DHHS Department of Social Services - 704-862-7930

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

To Proclaim February 2018 as Teen Dating Violence Awareness Month

POLICY IMPACT

N/A

ATTACHMENTS

Proclamation



WHEREAS, females between the ages of 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average; and,

WHEREAS, one in three adolescents in the U.S. is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds rates of other types of youth violence; and,

WHEREAS, violent relationships in adolescence can have serious ramifications by putting the victims at higher risk for substance abuse, eating disorders, risky sexual behavior and further domestic violence; and,

WHEREAS, only 33% of teens who were in a violent relationship ever told anyone about the abuse; and,

WHEREAS, 81% of parents believe teen dating violence is not an issue or admit they don't know if it's an issue; and,

WHEREAS, by providing young people with education about healthy relationships and relationship skills and by changing attitudes that support violence, we recognize that dating violence can be prevented; and,

WHEREAS, it is essential to raise community awareness so we may recognize when youth are exhibiting signs of dating violence; and,

WHEREAS, the establishment of Teen Dating Awareness Month will benefit young people, their families, schools and communities; and,

WHEREAS, everyone has the right to a safe and healthy relationship and to be free from abuse.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners proclaims the month of February 2018 as

TEEN DATING VIOLENCE AWARENESS MONTH

and urges all citizens to work toward ending teen dating violence by empowering young people to develop healthier relationships, assisting victims in accessing the information and supportive services they need and engaging in discussion with family members and peers to promote awareness and prevention.

Chad Brown, Chairman

Allen R. Fraley

Tom Keigher, Vice-Chairman

Donald J. Grant, Jr.

Tracy L. Philbeck

Bob Hovis

Ronald E. Worley



Gaston County

Gaston County
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Finance Board Action

File #: 18-064

Commissioner Grant - Finance - To Approve the Current Year Audit Contract with Martin Starnes & Associates, CPAs, P.A. for \$89,350

STAFF CONTACT

Tonya Frye - Finance Director - 704-866-3032

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Martin Starnes & Associates, CPA's is our auditor and has submitted the audit contract for Fiscal Year 2017/18 for the Board of Commissioners' approval. The amount of the contract is \$89,350. Martin Starnes & Associates, CPA's is a recognized CPA firm throughout North Carolina. They currently audit approximately 38 counties and a total of approximately 115 governmental units. Their staff has been very professional and a pleasure to work with.

POLICY IMPACT

N/A

ATTACHMENTS

Audit Contract, Peer Review Letter and Single Audit Engagement Letter

CONTRACT TO AUDIT ACCOUNTS

Of Gaston County, NC
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 12th day of February, 2018,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: _____

730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board(s)) of Gaston County, NC
(Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor (OSA) will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by OSA and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unqualified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end.
Audit report is due on October 31, 2018. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]". The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <http://nctreasurer.slgfd.leapfile.net> No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
 17. Special provisions should be limited. Please list any special provisions in an attachment.
 18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
 19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
 20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
 22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
 23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item #16 for clarification).
-
-

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.)

Gaston County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ See fee section of engagement letter

WRITING FINANCIAL STATEMENTS: \$ See fee section of engagement letter

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 55,837.50

** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ N/A

WRITING FINANCIAL STATEMENTS: \$ N/A

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A

** NA if there is to be no interim billing

Contract to Audit Accounts (cont.)

Gaston County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print


Signature of authorized audit firm representative

Date February 12, 2018

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

Gaston County, NC

Name of Primary Government

By Chad Brown, Chairman

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date

N/A

*** If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By Tonya Frye, CPA, CLGFO, Finance Director

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

tonya.frye@gastongov.com

Email Address of Finance Officer

Date Primary Government Governing Body
Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.)

Gaston County, NC

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A

Name of Discretely Presented Component Unit

By N/A

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date N/A

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

By N/A

DPCU Finance Officer:

Type or print name

N/A

DPCU Finance Officer Signature

Date N/A

*(Pre-audit Certificate **must be dated.**)*

N/A

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government's audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select "audit fees"

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.

 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. **When submitting for approval combine and send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report.** Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site
<https://www.nctreasurer.com/slgl/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf>
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 21, 2015

Raleigh
4060 Burrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3511 Shannon Road
Suite 100
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 12, 2018

Tonya Frye, Finance Director
Gaston County
128 West Main Avenue
Gastonia, NC 28052

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Gaston County, NC, as of June 30, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise Gaston County's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules
- Register of Deeds' Supplemental Pension Fund schedules

730 13th Avenue Drive SE ♦ Hickory, NC 28602 ♦ 828-327-2727 ♦ Fax 828-328-2324
13 South Center Street ♦ Taylorsville, NC 28681 ♦ 828-632-9025 ♦ Fax 828-632-9085
PO Box 5729 ♦ Statesville, NC 28687 ♦ 1710 Wilkesboro Hwy ♦ Statesville, NC 28625 ♦ 704-872-8923 ♦ Fax 704-872-4982
800-948-0585 ♦ www.martinstarnes.com

Supplementary information other than RSI will accompany Gaston County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical tables

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Gaston County's basic financial statements. Our report will be addressed to the governing body of Gaston County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of Gaston County's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and State programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Fees

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Fixed:

Audit	\$ 75,150
Financial Statement Drafting	14,200
Other Non-Attest Services	-
	<u>\$ 89,350</u>

Variable:

Charge per major program over five (5)	<u>\$ 3,000</u>
--	-----------------

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Gaston County's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the Schedule of Expenditures of Federal and State Awards. Upon completion of the schedule, we will review it and return it to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under

the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of Data Collection Form

With respect to the nonattest services we perform as listed above, Gaston County's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing:

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Gaston County.

Acknowledged and agreed on behalf of Gaston County by:

Name: _____

Title: _____

Date: _____

Tonya C. Frye

From: David Delaney (MORGAN STANLEY SMITH) <deld@bloomberg.net>
Sent: Wednesday, February 14, 2018 10:23 AM
To: Tonya C. Frye
Subject: Still available -- FFCB two year and three year

1. FFCB 2.15% 2-20-20 - call anytime starting 2/20/19 --

Offered at \$99.975 = 2.16% YTM and 2.175% YTC (NEXT CALL 2/20/19)

2. FFCB 2.40% 2/22/21 - call anytime starting 2/22/19 --

Offered at 99.975% - 2.408% YTM and 2.425% YTC (next call 2/22/19)

This is not a research report or product of MS Research but may refer to a research analyst/research report. Contact me for MS Research/disclosures or review at https://urldefense.proofpoint.com/v2/url?u=https-3A_secure.ms.com&d=DwIGaQ&c=y72Dk95QDjM2j66dY3G6L5T0ZmknOZbTdMEQhfDxPiA&r=X6P4_2kOr-QMZbxL0oSCKwWU-4iAOEszfTE9UEgw710&m=-Ej-dxauyBuRy3R3r9StBg90pH1WC6ch8FU63TGTOgc&s=2JQsFA3NBfqZdlZ_6zLeLAXtLOxLwDs6RqyUMIMihIM&e=. Unless otherwise indicated views expressed are author's and may differ from MS Research or others within Morgan Stanley. This material will not be updated and we do not represent it is accurate or

complete. This is not an offer to buy/sell or solicitation of an offer to buy/sell the securities mentioned. MS may invest in or act as market maker for securities mentioned or may advise the issuers. We are not acting as municipal

advisor under Sect. 975 of the Dodd-Frank Wall Street Reform & Consumer Protection Act.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Gaston Community Action Board Action

File #: 18-027

Commissioner Brown - Gaston Community Action - To Accept as Information the FY2018-19 Community Services Block Grant Application (**No County Funds**)

STAFF CONTACT

Joseph W. Dixon - Executive Director - Gaston Community Action, Inc. - 704- 861-2283

BACKGROUND

The 24-page application packet was presented to the BOC via e-mail on 1/25/2018 and is to be accepted as information at the 2/27/2018 BOC Regular meeting. A copy of the entire document is on file with the Clerk to the BOC.

ATTACHMENTS

N/A



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Parks & Recreation Board Action

File #: 18-046

Commissioner Brown - Parks and Recreation - To Accept and Appropriate \$6,000 in Sponsorships for the 2018 Gaston County Senior Games (**100% Sponsorships**)

STAFF CONTACT

Cathy Hart - Parks and Recreation - 704-922-2162

BUDGET IMPACT

Appropriate \$6,000 in sponsorship funds. No Additional County funds.

BUDGET ORDINANCE IMPACT

The sponsorships will be used to supplement Senior Center Programming Funds included in the FY'18 Budget.

BACKGROUND

Gaston County Senior Games is a sanctioned program of the North Carolina Senior Games. Senior Games offers persons 50 years of age and older the opportunity to participate in team and individual sports on the local, state, and national level. Another component of Senior Games is Silver Arts. Silver Arts provides a stage for visual, heritage, literary, and performing arts. To date, Gaston County has received \$6,000 in sponsorship funds for the 2018 Senior Games. We request this \$6,000 in sponsorships to be accepted and appropriated to the proper budget account to offset Senior Games expenses.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 6130 Senior Center
Dept. # Department Name

Cathy Hart 2/6/2018
Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Senior Center Donations	010-04-6130-0000-415001	(\$6,000)
Senior Center Programming	010-04-6130-0000-560000-18069	\$6,000

JUSTIFICATION FOR REQUEST:

The purpose of this request is to accept and appropriate Senior Games donations in the amount of \$6,000. These donations will be used to cover expenses for the 2018 games.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Parks & Recreation

Board Action

File #: 18-047

Commissioner Brown - Parks and Recreation - To Accept and Appropriate \$1,400 in Entry Fees for the 2017 Stanley Creek Massacre 5K/10K Race **(100% Entry Fees)**

STAFF CONTACT

Cathy Hart - Parks and Recreation - 704-922-2162

BUDGET IMPACT

Appropriate entry fees. No additional County funds.

BUDGET ORDINANCE IMPACT

The entry fees will be used to supplement Recreation Programming funding included in the FY'18 approved budget.

BACKGROUND

The Stanley Creek Massacre is an annual 5K/10K Race held in Stanley during October. The challenging race course winds through Stanley's hilly streets. The Stanley Police Department and the Gaston County Police Department provide management assistance on the race course. Parks and Recreation has received \$1,400 in entry fees for the 2017 Stanley Creek Massacre. We request these entry fees to be accepted and appropriated to the proper budget account in order to offset expenses for the race.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 6120 Parks & Recreation
Dept. # Department Name

Cathy Hart 2/6/2018
Department Director's Name Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund

☐ Line Item Transfer Between Funds *

☐ Project Transfer Within Department & Fund

☒ Additional Appropriation of Funds *

☐ Line Item Transfer Between Departments*

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	AMOUNT
	Fund - Function - Dept - Division - Object - Project	Whole Dollars Only
	xxx - xx - xxxx - xxxx - xxxxx - xxxxxx	(See Note Below)
Recreation Events Fees	010-04-6120-0000-410028	(\$1,400)
Recreation Programming	010-04-6120-0000-560000-18068	\$1,400

JUSTIFICATION FOR REQUEST:

The purpose of this request is to accept and appropriate registration fees from the 2017 Stanley Creek Massacre 5K/10K Race. These fees will be used to offset race expenses.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Police Department

Board Action

File #: 18-035

Commissioner Worley - Police Department - To Accept and Appropriate the Donation of \$100.00 from the Paradise Point Community Watch

STAFF CONTACT

Chief J. D. Ramey - Gaston County Police Department - 704-866-3321

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Gaston County Police Department has received a donation in the amount of \$100.00 from the Paradise Point Community Watch. The donation was given to show their deep appreciation for the officers that attend their community watch events throughout the year. The donation will go towards our annual awards ceremony where we honor both our county police employees and citizens within our community.

POLICY IMPACT

N/A

ATTACHMENTS

Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: Earl Mathers COUNTY MANAGER

FROM: 4310 Police
Dept. # Department Name
Joseph Hamey 1/25/18
Department Director's Signature Date

TYPE OF REQUEST:

☐ Line Item Transfer Within Department & Fund
 ☐ Line Item Transfer Between Funds *
☐ Project Transfer Within Department & Fund
 ☒ Additional Appropriation of Funds *
☐ Line Item Transfer Between Departments*
 * Requires resolution by the Board of Commissioners

Resolution # _____ Date _____

ACCOUNT DESCRIPTION (As it appears in the budget)	ACCOUNT NUMBER	PROJECT	AMOUNT
	Fund - Dept - Subdept - Div - Acct - Subacct xx - xxxx - xxxx - xxxx - xxx - xxx	SUBPROJECT xxxxx - xxxx	Whole Dollars Only (See Note Below)
Donations	010-02-4310-4310-415001		[100.00]
Grants and Projects:	010-02-4310-4310-560000	18072	100.00
Fitness, CALEA, etc.			

JUSTIFICATION FOR REQUEST:

The Gaston County Police Department received a donation in the amount of \$100.00 from the Paradise Point Community Watch. The donation was given to show their appreciation to the officers that attend their community watch events throughout the year. This donation will go towards our annual awards ceremony where we honor both our county police employees and citizens within our community.

APPROVAL SIGNATURES:

 County Manager/Interim Assistant County Manager Date

 Financial Operations Manager/Asst. Financial Operations Mgr. Date

 Interim Budget Administrator Date

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

Gaston County
Board of Commissioners
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Public Works

Board Action

File #: 18-060

Commissioner Philbeck - Public Works - To Modify a Recently Approved Fee Structure for the Solid Waste Management Division that Increased the Municipal Solid Waste Rate and Approve a Five Year Rate Agreement Based on the Rate Increases Being Phased In Over Five Years

STAFF CONTACT

Ray Maxwell, PE - Public Works - 704-862-7504

BUDGET IMPACT

BUDGET ORDINANCE IMPACT

BACKGROUND

Gaston County fees are periodically reviewed by the Gaston County Commission and County Departments to determine if adjustments/amendments are necessary. Per Gaston County Board Action 2017-135, the municipal solid waste disposal rate at the Gaston County Landfill was approved to increase from \$26 to \$28 per ton effective July 1, 2018. Several municipalities have contacted the Solid Waste Division about fee adjustments for the upcoming year and have requested a longer planning horizon to assist them from a budgetary standpoint. The Solid Waste Division is currently renegotiating a disposal contract with the City of Gastonia and a longer term, phased in fee structure was proposed during those discussions as well. Tonnages for all categories of waste received at our facility have continued to increase resulting in a slight increase in overall annual revenue. This increase in revenue could be used to offset the impact of an extended phase in period for the municipal rate increase. This fee adjustment phase in period should help municipalities provide waste collection services at lower operating costs while allowing the rates to migrate to a level that more closely reflects operational costs. Approval of this Board Action formally modifies the proposed municipal rate increase to \$27/ton for the next two fiscal years (July 1, 2018 to June 30, 2020) with a subsequent increase to \$28/ton for the following three fiscal years (July 1, 2020 to June 30, 2023). Additionally, approval of this BA authorizes staff to draft and execute a municipal services agreement with the City of Gastonia for the upcoming 5 fiscal years based on the approved rate phase in period. No appropriations are necessary as a result of this Board Action.

POLICY IMPACT

Fee Adjustment Modification

ATTACHMENTS

N/A



Gaston County

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Sheriff's Office

Board Action

File #: 18-059

REVISED/ Commissioner Worley - Sheriff's Office - To Approve Sole Source Purchase of 125 Additional Body-Worn Cameras from Axon Enterprise, Inc. (\$307,544)

STAFF CONTACT

Sheriff Alan Cloninger - Sheriff's Office - 704-869-6860

BUDGET IMPACT

Transfer of funds within departmental accounts

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

With the assistance of a state grant from The Governor's Crime Commission, the Sheriff's Office purchased 64 body-worn cameras in June 2017 from AXON Enterprise, Inc. In an effort to enhance officer safety and decrease liability office-wide, the Sheriff's Office requests to expand the body-worn camera project and purchase 125 additional body-worn cameras from AXON Enterprise, Inc. The Sheriff's Office was awarded a new state grant award from the Governor's Crime Commission for the second deployment of cameras. The grant match will come from SCAAP funds and the Sheriff's Civil Processing fees. These additional cameras will outfit Court and Jail personnel.

The justification to purchase additional cameras from a sole source (AXON Enterprise, Inc.), meets the standardization and compatibility condition. Purchasing additional cameras from the same vendor will ensure continuity with all cameras, software, and technical support.

POLICY IMPACT

N/A

ATTACHMENTS

REVISED/ Budget Change Request

GASTON COUNTY BUDGET CHANGE REQUEST

TO: _____COUNTY MANAGER
FROM: 4315 SHERIFF'S OFFICE
 Dept. # Department Name

Department Director's Name Date

TYPE OF REQUEST:	
<input type="checkbox"/>	Line Item Transfer Within Department & Fund
<input type="checkbox"/>	Line Item Transfer Between Funds *
<input checked="" type="checkbox"/>	Project Transfer Within Department & Fund
<input type="checkbox"/>	Additional Appropriation of Funds *
<input type="checkbox"/>	Line Item Transfer Between Departments*
* <u>Requires resolution by the Board of Commissioners</u>	

JUSTIFICATION FOR REQUEST:

With the assistance of a state grant from The Governor's Crime Commission, the Sheriff's Office purchased 64 body-worn cameras in June 2017 from AXON Enterprise, Inc. In an effort to enhance officer safety and decrease liability office-wide, the Sheriff's Office requests to expand the body-worn camera project and purchase 125 additional body-worn cameras from AXON Enterprise, Inc. The Sheriff's Office was awarded a new state grant award from the Governor's Crime Commission for the second deployment of cameras. The grant match will come from SCAAP funds and the Sheriff's Civil Processing fees. These additional cameras will outfit Court and Jail personnel.

Note: Decreases in expenditures & increases in revenue accounts require brackets. Increases in expenditures & decreases in revenue do not require brackets. Please note that transfers between funds require interfund transfer accounts.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Tax Board Action

File #: 18-040

Commissioner Fraley - Tax Collections - Uncollected Real Estate Taxes and Lien Advertisement

STAFF CONTACT

Luke Sisk, Deputy Tax Collector - Tax Department - 704-866-3034

BACKGROUND

Pursuant to G.S. 105-369 (a), we report uncollected real taxes for the fiscal year 2017 as attached and request that the governing body order the Tax Collector to advertise the tax liens which shall be published during March 2018. As required by G.S. 105-366-369, the Tax Collector shall use all available collection remedies to collect all delinquent taxes, including levy on any personal property, garnishment of wages, attachment of bank accounts, rents, debts, or other property and foreclosure of liens. The 2017 lien advertisements will be published in the Gaston Gazette at an approximate cost of \$16,750.00.

ATTACHMENTS

Uncollected Real Estate Taxes and Lien Advertisement

Uncollected Real Estate Taxes and Lien Advertisement

The Gaston County Tax Collector reports unpaid 2017 taxes of property owners to the County and the following jurisdictions; which constitute a lien on real property, this being done by authority G.S. 105-369(a):

Gaston County	\$6,630,434.20
Belmont	\$197,152.15
Bessemer City	\$89,420.61
Cherryville	\$114,535.34
Cramerton	\$78,939.84
Dallas	\$71,425.43
Gastonia	\$1,342,359.58
Gastonia Downtown Svc Dist	\$12,232.99
High Shoals	\$12,643.38
Kings Mountain	\$14,399.74
Lowell	\$51,363.59
McAdenville	\$5,677.33
Mount Holly	\$221,764.12
Ranlo	\$39,252.27
Spencer Mountain	\$0.00
Stanley	\$57,852.93
Agriculture Center Fire Distric	\$21,736.83
Alexis Fire District	\$13,720.30
Chapel Grove Fire District	\$26,138.92
Chestnut Ridge Fire District	\$6,112.69
Community Fire District	\$28,598.94
Crouse Fire District	\$4,889.88
East Gaston Fire District	\$16,283.55
High Shoals Fire District	\$11,959.34
Hughs Pond Fire District	\$9,873.70
Long Shoals Fire District	\$5,104.12
Lucia-Riverbend Fire District	\$20,014.58
New Hope Fire District	\$16,129.93
Ranlo Fire District	\$10,988.69
South Gastonia Fire District	\$30,276.53
South Point Fire District	\$6,691.19
Spencer Mountain Fire Distric	\$18,217.98
Tryonota Fire District	\$18,867.71
Union Road Fire District	\$15,866.09
Waco Fire District	\$1,907.87
Lowell Fire District	\$1,227.61
TOTAL	\$9,224,059.95



Gaston County

Gaston County
Board of Commissioners
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Tax Board Action

File #: 18-056

Commissioner Fraley - Tax Collections - Pursuant to G.S. 105-381, the Tax Collector Requests that the Listed Tax Refunds be Made. (***Real Estate - \$264,745.79; Vehicles & ETC - \$114.00; VTS - \$7,480.74; Grand Total - \$272,340.53***)

STAFF CONTACT

Luke Sisk - Tax Collections Administrator - 704-866-3034

BACKGROUND

The Gaston County Tax Collector has examined the requests for refunds and has determined that the requests are properly authorized by statute and should be granted and the persons and/or firms listed below have requested the refund of taxes paid pursuant to GS 105-381(b).

The Board of Commissioners authorized payment of refunds to said persons and/or firms in the amounts stated with such funds coming from Account 010-00-0000-0000-230101.

ATTACHMENTS

Tax Refunds Listing for January 2018

TAXPAYER NAME	OWNER NAME	AMOUNT
JANUARY 2018 REAL ESTATE		
Dumas, Nancy Rollins		\$183.56
Torrence, William E		\$150.00
Stowe, Joseph S		\$605.42
Perry, Raymond S		\$3,106.38
Clark, Max S		\$178.87
Stowe, Joseph S		\$3,688.49
Mauney Quail Farm		\$202.49
Kiser, Michael Scott		\$807.82
Warren Moss Construction		\$226.32
Belmont Land and Investment Company		\$6,912.00
Clemmer, Harold		\$1,087.17
Clark, Max S		\$1,047.58
Clark, Max S		\$225.12
Hazelip, Wayne M		\$560.00
Gordon Builders		\$560.00
Ryan Homes		\$448.00
Thompson, Toni Tenpenny		\$100.00
Price Metal Spinning Co Inc		\$655.14
Price Metal Spinning Co Inc		\$142.57
Shears, David B		\$107.75
CL Rabb		\$3,744.71
Belmont Federal Savings and Loan		\$493.75
James W Stancil Attorney		\$163.20
Moore, Betty J		\$100.00
Alliance Real Estate		\$2,899.35
Alliance Real Estate		\$1,528.18
Alliance Real Estate		\$242.10
Alliance Real Estate		\$555.76
Crank, Laurence		\$104.06
Mount Holly Capital		\$30,638.18
Gregory Funding LLC		\$3,944.14
A V Homes Inc		\$432.00
A V Homes Inc		\$432.00
Quicken Loans		\$639.45
Corelogic Centralized Refunds		\$12,033.18
Corelogic Commercial		\$59,408.13
Gaston County Tax Dept		\$17,313.24
Griffin, Keith R		\$218.40
Grama, Svetlana		\$279.76
Davis, Quillian		\$565.04
Lennar Carolinas LLC		\$504.00
Pagan, Shebra		\$108.21
Hope, James Nelson		\$2,180.04
Costner, Jack Reuben		\$1,035.22
Crescent Communitites		\$4,015.04
Ellis, Hershel S Jr		\$451.20
Key Builders Inc		\$148.96
McSpadden Development		\$5,044.43
Craft Holdings Two LLC		\$1,259.34
Dependable Development		\$448.00
Capstone Multifamily		\$776.76
Turnstone Holding LLC		\$25,236.22
Crawford, Neal F Jr		\$100.00
B & W Land Aquistion		\$1,068.48

Sparrow, Alan B	\$2,916.70
Pinders, Lynne G	\$1,420.10
Mathis, Richard Thomas	\$140.27
Mathis, Richard Thomas	\$355.86
Granny's Self Storage LLC	\$3,903.28
Ensterna USA LLC	\$3,149.48
Ham, Lindsey Farris	\$1,372.40
Cook, Timothy C	\$614.60
Dream Home Real Estate Group	\$2,252.12
Carter, Harold J	\$685.28
Carter, Harold J	\$110.88
Conner Brothers Machine Co	\$213.68
Corelogic	\$415.08
Murphy, Luther M	\$159.87
McGinnis, Yates R	\$100.00
Mitchem, Samuel Ray Jr	\$1,385.68
Mitchem, Samuel Ray Jr	\$1,911.85
Boozer, Jane R	\$232.65
Hopkins, Tommie J Jr	\$228.93
Ellis, Herschel S	\$350.00
Butler, Charlotte C	\$520.00
Good Will Publishers	\$409.83
Crabtree, Ronald Scott	\$125.71
Adams, Ronnie Steve	\$810.89
Spurling, Vickie	\$100.00
Dependable Development	\$2,179.15
Corelogic	\$397.80
Ford, James M	\$1,683.38
Baldwin, Diane M	\$955.10
Baldwin, Diane M	\$442.61
Brookline Homes, LLC	\$1,721.60
Barker, Vance	\$430.40
Chaffee, Daniel	\$777.03
Gaston County Tax Dept	\$4,911.59
Caryl Beam Austell Trust	\$175.56
Landis, Elizabeth D	\$2,279.25
Stowe, Jasper C	\$327.82
RL Price	\$2,538.62
Lawrence, Donald W	\$195.18
Scott Land Investment LLC	\$362.81
Gaston County Tax Dept	\$5,039.86
Wadell, Jack Edward	\$1,690.53
Holmes, Michael J	\$1,035.94
Lereta	\$3,219.52
Jenkins, Gail V	\$180.00
Fletcher, Margaret	\$566.04
Melton, Kevin Scott	\$899.45
Trinh, Lan Chi	\$504.00
Jackson, Charles E	\$419.00
PDS Tax Service	\$538.00
Gaston County Tax Dept	\$101.23
Hoyle, David W Jr	\$145.56
Lereta	\$773.75
Browning Properties	\$169.84
Riverside ACA LLC	\$424.62
Fore, Lynn D	\$829.63
Castaldo, Gennaro	\$546.25

Title 365	\$162.29
The St Andrews Investment	\$2,852.39
Gilman, Tamela Leigh	\$137.93
Roland Black Heating & Cooling	\$478.65
Ingles Market	\$1,277.90
Wells, Kelly Lee	\$114.87
VCM Bowman LLC	\$270.29
TOTAL	\$264,745.79

JANUARY 2018 VEHICLES & ETC

Davis, Brady Edison Jr	\$114.00
TOTAL	\$114.00

JANUARY VTS REFUNDS

Bachman, Jesse James	\$168.55
Barker, Stephanie Allen	\$108.12
Branch, Buddy Ray	\$166.46
Brown, Benjamin Wilson	\$121.78
Burgess, Cynthia Peters	\$108.64
Caromont Health, INC	\$687.39
City of Belmont	\$431.89
Clontz, Carolyn Green	\$160.54
Cummings, Robert Bradley	\$117.92
Deets, Paul Leonard	\$113.21
Ferguson, Charles Lester	\$221.00
Fortner, Louise Meadows	\$172.10
Galvez, Mark Anthony	\$100.96
Galvez, Mark Anthony	\$268.31
Heffner, Larry Dennis	\$156.00
Hope, Diane Falls	\$653.22
Hope, Lanny Jack	\$323.87
Howard, Gene Herschal	\$151.73
Kuklinski, David Michael	\$109.76
Laing, Shylane Anna Kay	\$110.50
Owens, Derek Cain	\$239.48
Riddley Retail Fixtures Inc	\$225.78
Roeun, Stephanie	\$592.65
Ross, Anna Berry	\$276.22
Seagraves, Roger Dale Jr	\$117.74
Simril, Kameron Noel	\$129.29
The Diamond Cutter LLP	\$276.25
The Diamond Cutter LLP	\$166.96
Varela, Luis Manuel	\$324.39
Vo, Phong Trieu	\$680.03
TOTAL	\$7,480.74

GRAND TOTAL	\$272,340.53
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Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

County Manager

Board Action

File #: 18-033

Commissioner Worley - BOC - To Approve the Requested Change of Scope for the Lowell Township Grant Funding

STAFF CONTACT

Earl Mathers - County Manager - 704-866-3101

BUDGET IMPACT

Funds appropriated per Resolution 2015-292. No additional County funds.

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The City of Lowell is requesting to repurpose Township Grant funding that was awarded on 1/26/2016 for the Poston Park Sidewalk Connector project which was originally approved via resolution 2016-036 and 2016-037 - Gastonia and Southpoint Township Grants (\$76k/ea) for a total of \$152k. Lowell has advised that since the time of the original award, (1) the proposed project for a sidewalk on N. Main Street is being funded by a CMAQ grant and (2) the City Council recently adopted a Downtown Master Plan that identified a list of needed improvements.

Lowell is requesting the grant funding be repurposed as follows:

- 1) Master Plan recommendations - new lane striping plan; working with NCDOT to implement after the resurfacing occurs to NC HWY 7. In addition to the striping plan, the Master Plan recommended several pedestrian safety improvements - request is to use a portion of the County grant funding to begin implementation of those safety improvements \$64,706 (see Exhibit A).
- 2) The remaining portion of the County Grant funding would be applied to repairs to the Lowell Community Building located at 501 W. 1st Street. The city had a needs assessment conducted to this historical building (the old teacherage). See Exhibit A for a list of recommended repairs for the building.

POLICY IMPACT

N/A

ATTACHMENTS

Exhibit A - Letter from City Manager & project details.

101 W. First Street
Lowell, North Carolina 28098



Phone: 704-824-3518
Fax: 704-824-4700
www.lowellnc.com

August 14, 2017

RE: Township Grant Funds

Dear Mr. Mathers,

The City of Lowell is requesting a change of scope to the use of the Township Grant funding that was awarded to the City in the amount of \$152,000. Since the time the grant was awarded two things have changed that initiated this request:

- The proposed project of a sidewalk on N. Main Street is being funded by a CMAQ grant.
- The City Council recently adopted a Downtown Master Plan that identified a list of needed improvements.

One recommendation from the Downtown Master Plan was a new lane striping plan that we are working with NCDOT to implement after the resurfacing occurs to NC HWY 7. In addition to the striping plan, the Master Plan recommended several pedestrian safety improvements. We are requesting to use a portion of the County grant funding to begin implementation of those safety improvements. (descriptions attached)

The remaining portion of the County Grant funding would be applied to much needed repairs to the Lowell Community Building located at 501 W. 1st Street. The city had needs assessment conducted to this historical building (the old teacherage) which provided us with a list of recommended repairs for the building.

Thank you in advance for consideration of this request and please let me know if you need additional information.

Sincerely,

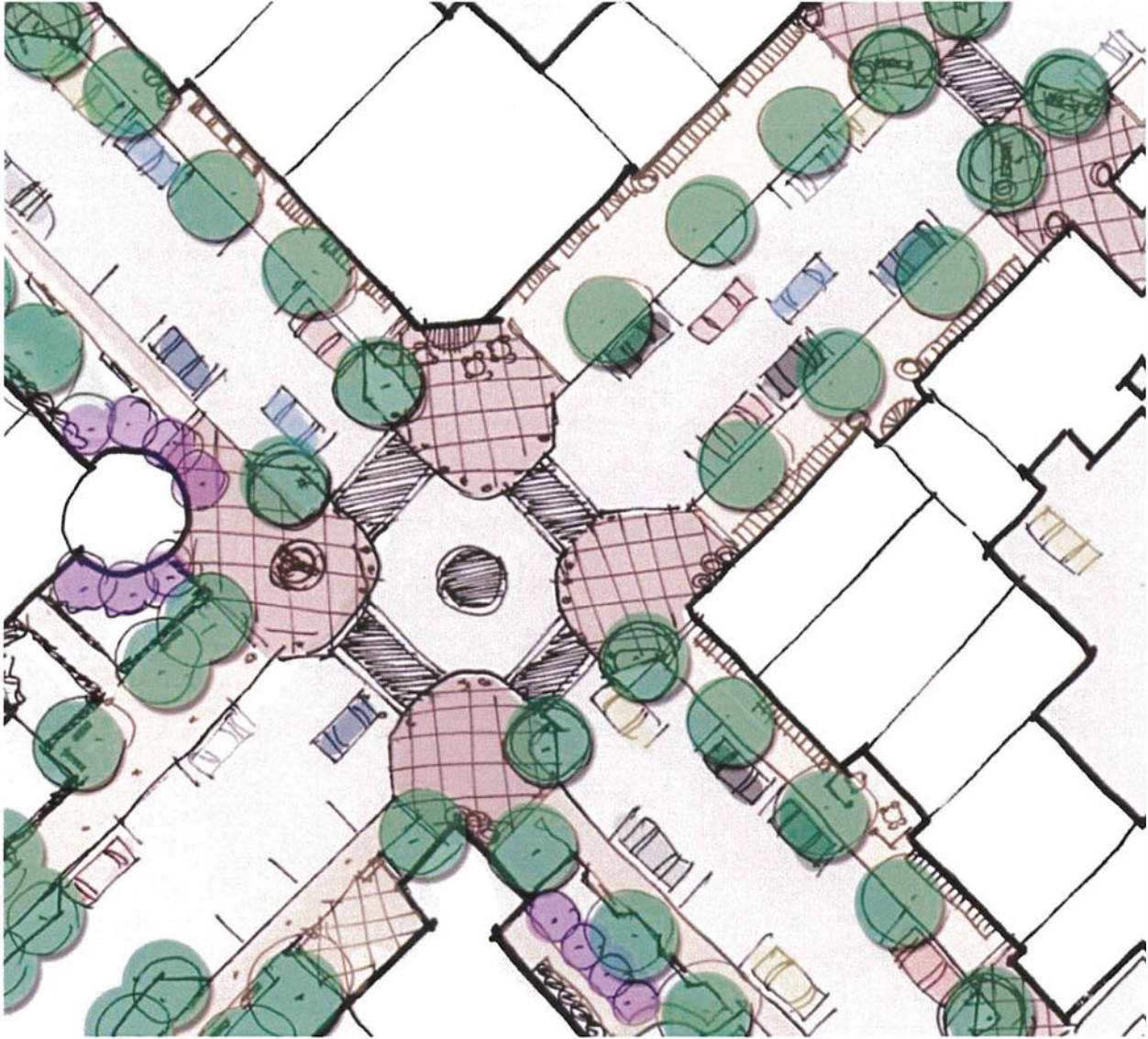
Kevin Krouse

City Manager

PROJECT LOCATION

Intersection of First Street / Main Street

Mid-Block Crossing on N. Main St between 1st and 2nd Street



Project includes: Painted Curb Extensions – \$10,000
Stamped Crosswalks – 40,000
New Mid-Block Crosswalk – 4,706
Pedestrian Signalization at Intersection – 10,000

Total Cost: \$64,706



114 Indian Lakes Ln
Florahome, FL 33556
Phone: 386-659-1316
Federal ID# 27-4884505
MBE Certified by the Florida OSD

**PRICE QUOTE
ACCEPTANCE**

City of Lowell North Carolina

Kevin Krouse

[Email](#)

DATE: 3/12/2017

QUOTATION NUMBER: 30162

JOB NAME

1St and Main Plus Mid-Block (Based on 10 Ft Patterned Width)

DESCRIPTION	TOTAL
Patterned/Textured Asphalt 313.33 S.Y. Paveway STS (In Accordance With FDOT S523) APL No. 523-000-003 STS Materials & Installation for the unit price of: \$142.68 per S.Y. Specifications: 1. Prepare surface by approved methods of Paveway Systems 2. Place pattern and single color design chosen. 3. Provide and install the STS system as per Paveway Systems specifications. 4. Certified installation with a 3 year warranty. 5. Removal or placement of asphalt or striping not included. Conditions: 1. Based on 2017 construction. Night Installation depending on temperatures. 2. Traffic Control provided by others. Light towers (2) provided by others. 3. Limits of textured areas to be laid out by others before our arrival. 4. Dumpster/trash pile area provided for our use, on site, by others. 5. Mobilization to site is included. 6. Estimated 2-2 nights to completely install depending on MOT. 7. Permits, bonds, fees, testing not included. 8. Please allow 4-6 weeks for material manufacturing and scheduling. 9. Payment terms pending credit review. 10. Final payment based on field measurements.	\$ 44,706.40

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

TOTAL: \$ 44,706.40

Thank you for the opportunity to provide a quotation. Please contact me if you have any questions.

Tiffany Albright
Paveway Systems, Inc.
t.albright@pavewaysystems.com
www.pavewaysystems.com

Community Center Repairs

The remaining grant funds would go toward much needed repairs to the Lowell Community Center. Attached is a report stating needed repairs. These repairs are long overdue and have not been completed due to a lack of funds.

Mark D. Thompson, P.E.

Design/Construction Consultation

2111 Windermere Lane, Shelby, N.C. 28150

Cell:(704)472-4333

Email: mthompsonpe@yahoo.com

INSPECTION REPORT

DATE: 3/9/2015

AL GREENE
CITY OF LOWELL
LOWEL, NC
704-824-3518

PROJECT:

CITY OF LOWELL COMMUNITY CENTER
505 WEST FIRST STREET
LOWELL, NORTH CAROLINA

I MADE A SITE VISIT TO THE COMMUNITY CENTER ON MARCH 6, 2015. THE PURPOSE OF THE INSPECTION WAS TO IDENTIFY AREAS WHICH MIGHT SHOW SIGNS OF STRUCTURAL DEFICENCIES THAT MIGHT AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING.

DURING MY INSPECTION I NOTED COUNTLESS AREAS WITH CRACKED OR LOOSE PLASTER. PLASTER IS VERY SENSITIVE TO SWIFT CHANGES IN TEMPERATURE AND STRESSES. ONCE CRACKED IT IS VERY DIFFICULT TO REPAIR AND PREVENT FROM RECRACKING.

ON THE FIRST FLOOR AN AREA OF PLASTER WAS FOUND IN THE KITCHEN STORAGE ROOM THAT HAD RELEASED FROM THE WOOD LATHE STRIPS. IT IS SUBJECT TO FALL. IT NEEDS TO BE REMOVED TO PREVENT IT FROM FALLING AND HITTING SOMEONE. ONCE THE PLASTER IS REMOVED THE WALL CONSTRUCTION SHOULD BE EXAMINED FOR MOISTURE AND POSSIBLE DAMAGE. SEVERAL AREAS ON THE WEST EXTERIOR WALL (GUTTER SIDE) HAD DETERIORATED PLASTER. THE DETERIORATION APPEARED TO BE FROM WATER INFILTRATING THE WALLS. THE DAMAGED AREAS WERE DRY AT THE TIME OF INSPECTION. SOME OF THE CEILING PLASTER IN THE MAIN CORRIDOR APPEARED TO HAVE RELEASED FROM THE LATHE AND SHOULD BE INSPECTED FURTHER TO MAKE SURE IT IS NOT A RISK OF FALLING. I NOTED A SAG IN THE KITCHEN FLOOR THAT SHOULD BE EXAMINED FURTHER. THE CAUSE OF THE DEFLECTION WAS FOUND LATER IN THE INSPECTION AND WAS DUE TO INSECT DAMAGE. THE FLOOR FRAMING REPAIRS WERE NOT DONE PROPERLY. IN AN AREA AT THE SOUTH END OF THE MAIN CORRIDOR THE FLOORING DEFLECTED WHEN STEPPED ON. THERE APPEARS TO BE SOME DETERIORATION OF THE FLOOR SHEETING

BELOW. I NOTED TWO ELECTRICAL ITEMS THAT I WOULD RECOMMEND BE REPAIRED. IN THE WOMENS BATHROOM THE LIGHT SOCKET CHORD WAS SPLICED TO A WIRE FROM THE CEILING AND TAPED. IN THE STORAGE ROOM CLOSET A WIRE IS EXTENDING THROUGH THE CEILING WITHOUT A BOX OR FIXTURE.

THE SECOND FLOOR INSPECTION NOTED MANY AREAS WITH SIGNS OF ROOF LEAKS AND DETERIORATED PLASTER. NONE OF THESE AREAS WERE FOUND TO BE ACTIVE AT THE TIME OF INSPECTION. THE DOOR AT THE FIRE ESCAPE LADDER NEEDS TO BE REWORKED TO PROVIDE MORE PROTECTION FROM WATER ENTERING THE WALL. IT APPEARS SQUIRRELS HAVE BEEN TRYING TO GAIN ENTRY THERE ALSO. THE OSB CEILING IN THE SOUTH WEST CORNER HAS BEEN EXCESSIVELY WET AND DEFLECTED. THE CEILING IN THIS AREA SHOULD BE REMOVED SO THE FRAMING CAN BE INSPECTED. THERE IS A HOLE IN THE CEILING IN THE MENS RESTROOM ON THE SECOND FLOOR. A CAST IRON VENT PIPE IS VISIBLE THROUGH THE HOLE AND THE ADJOINING CEILING JOIST. THE JOIST APPEARED TO HAVE BEEN CUT TO ALLOW THE PIPE TO EXTEND UP THRU THE ROOF. IT NEEDS TO BE EXAMINED TO DETERMINE THE REQUIRED REPAIR. AN AREA IN THE WEST WALL BELOW THE WINDOW THRU DOOR 203 NEEDS THE MASONRY PATCHED. I NOTED SEVERAL ROOMS WITH ROMEX WIRING RUN EXPOSED WITH NO PROTECTION AGAINST DAMAGE ALONG THE BASEBOARD. IN THE ROOM IN THE NORTHWEST CORNER OF THE SECOND FLOOR THERE IS A WIRE EXTENDING THROUGH THE CEILING WITH NO FIXTURE OR BOX.

I LIFTED THE ATTIC ACCESS. DUE TO CLEARANCES IT COULD NOT BE INSPECTED.

I INSPECTED THE EXTERIOR OF THE BUILDING. THE BRICK EXTERIOR SHOWED MINIMAL CRACKING. THERE ARE A COUPLE OF BRICKS THAT NEED TO BE INSTALLED OR REPAIRED ON THE EAST ENTRANCE PORCH. THE WOOD FRAMED PORCH AND WOOD STAIRS ON THE WEST SIDE ARE STRUCTURALLY DEFICIENT AND NEED TO BE REWORKED. THE CRACK IN THE EAST ENTRANCE PORCH SLAB IS A CONCERN AND IS ADDRESSED LATER IN THE REPORT. THE SIDEWALK LEADING TO THE NORTH ENTRANCE HAS AN AREA OF SPAWLED CONCRETE WHICH CREATES A TRIPPING HAZARD. IT NEEDS REPAIR.

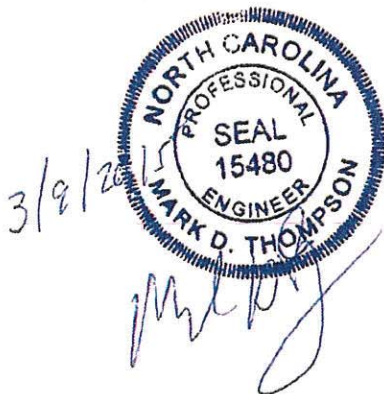
I INSPECTED THE CRAWL SPACE OF THE BUILDING. I FOUND SEVERAL AREAS WHICH NEED FURTHER EXAMINATION. AS YOU ENTER THE CRAWL SPACE FROM THE DOOR IN THE SOUTH WALL THE FLOOR FRAMING HAS BEEN REPAIRED DUE TO INSECT DAMAGE. THE REPAIRS WERE NOT DONE PROPERLY AND NEED TO BE REWORKED. I FOUND SEVERAL AREAS WITH INSECT DAMAGE AND ROT WHICH NEED TO BE REPAIRED OR HAVE BEEN REPAIRED THAT NEED TO BE REWORKED. I FOUND TWO SHORING POSTS THAT HAD BEEN ADDED THAT SHOULD BE EVALUATED. IN THE OLD BOILER ROOM I FOUND A JOIST THAT

NEEDED REPAIR DUE TO EXCESSIVE NOTCHING. THE MOST CONCERNING AREA FOUND WAS THE PORCH SLAB AT THE EAST ENTRANCE TO THE BUILDING. THERE IS A CRACK IN THE SLAB THAT EXTENDS ACROSS THE PORCH ABOUT A FOOT IN FROM THE TOP STAIR RISER. THE SLAB HAS DEFLECTED ABOUT ONE EIGHTH INCH. NO OTHER CRACKS WERE FOUND ON THE PORCH. SEVERAL BRICKS NEED TO BE REPLACED OR PATCHED AROUND THE PERIMETER OF THE SLAB WHERE IT JOINS THE MASONRY. I EXAMINED THE UNDERSIDE OF THE SLAB FROM INSIDE THE CRAWL SPACE. THE ORIGINAL METAL DECKING HAD BEEN OVERLAID AND NEW METAL DECKING HAS BEEN INSTALLED. THE NEW DECKING HAS A LARGE SAG. THE DECKING IS SUPPORTED BY A SERIES OF USED ANGLE IRONS. THE ANGLE IRONS ARE SUPPORTED BY STACKED BLOCK PIERS WITH NO VISIBLE FOOTINGS. THE PIERS ARE BRACED WITH A SERIES OF 2X4'S SOME OF WHICH HAVE VISIBLE TERMITE TUBES. THERE ARE WOOD SHIMS IN SOME PLACES BETWEEN THE TOP OF THE BLOCKS AND ANGLES. IT DEFINITELY NEEDS FURTHER EXAMINATION. THE DEFLECTION OF THE SLAB AT THE TOP OF THE STAIRS MAKES ME QUESTION WHETHER THE SLAB IS REINFORCED. THE ENTRANCE NEEDS TO BE BLOCKED OFF UNTIL IT CAN BE EXAMINED AND REPAIRED DUE TO SAFETY CONCERNS.

IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION PLEASE CONTACT ME.

SINCERELY,


MARK D. THOMPSON, PE



Overall Streetscape Plan



General Improvements:

- Improve safety
- Create "order" and "sense of place"
- Economic development
- Enhance aesthetics
- Design for flexibility and future plans

Specific Improvements:

- Enhance entrances into downtown
- Reduce number of lanes
- Widen sidewalks
- Reconfigure parking
- Add bulb outs and crosswalks
- Increase tree planting
- Provide seating, public spaces & outdoor dining
- Interior block parking areas with green spaces



Gaston County

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Budget and Purchasing Board Action

File #: 18-045

Commissioner Brown - Budget/Purchasing - To Approve a Non-Binding Advisory Referendum, Pursuant to Chap.105, Art. 46, for a ¼ cent (0.25 percent) Sales Tax, and Request the Gaston County Board of Elections to Schedule a Referendum for May 8, 2018

STAFF CONTACT

Matthew Rhoten - Budget and Purchasing - 704-866-3048

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

When we reviewed the school district's \$250 million bond issue, we publicly stated the upfront projected impact on the tax rate would be

FY 19	FY20	FY21	FY22	FY23	FY24
10.25 cents	0 cents	0 cents	0 cents	0 cents	0 cents

The most cost effective way for the taxpayers is for the county to pay for the debt upfront rather than incrementally over time. Incrementally raising the tax rate over seven years would result in 14 cents as opposed to 10.25 upfront. It costs the taxpayer less to fund the debt with an upfront tax increase opposed to incrementally over time.

If the voters approve the quarter cent sales tax on the referendum, and if the money were dedicated to school capital and debt service - and we deposited the funds into this separate account before the revenue was needed and drew it down when it was needed - the impact on the tax rate from the \$250 million upfront would be:

FY19	FY20	FY21	FY22	FY23	FY 24
0.63 cents	0 cents	0 cents	0 cents	0 cents	0 cents

It should be noted however that a tax rate increase is not necessary if the quarter cent is approved. The thought would be to see if revenue projections increase to a sufficient amount over time in order to fund the full \$250 million with sales tax revenue only and no property tax increase necessary.

(Continued on Page 2)

Commissioner Brown - Budget/Purchasing - To Approve a Non-Binding Advisory Referendum, Pursuant to Chap.105, Art. 46, for a ¼ cent (0.25 percent) Sales Tax, and Request the Gaston County Board of Elections to Schedule a Referendum for May 8, 2018

Page 2

For the median assessed valued of a home, \$125,100 that means a savings of \$641.14 in property taxes over the five years - and the savings continue every year. For a home worth \$300,000 that would be a savings of \$1,537.50 for five years. But won't that "savings" have to be made up by the quarter cent sales tax? Yes, but less than 70% of County residents are homeowners, and not only do 100% pay the sales tax, but some is paid by residents of neighboring counties and by people passing through on the Interstate. Plus, sales taxes are paid pennies at a time, and for an elderly resident on the fixed income, it is a lot easier than an annual lump sum payment for property taxes.

We would therefore recommend that all the proceeds from the quarter cent sales tax be placed into a separate account solely for public school capital and debt service. By using the quarter cent to pay down the debt service, it is providing property tax relief or avoidance. These funds would be accounted for and audited in the County's annual audit.

POLICY IMPACT

N/A

ATTACHMENTS

N/A



Gaston County

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Planning Board Action

File #: 18-049

Commissioner Keigher - Planning/Zoning - To Consider Endorsement of a County Application Proposal through the Federal Congestion Mitigation and Air Quality (CMAQ) Program for Fiscal Year 2019 (Neal Hawkins Road Sidewalk)

STAFF CONTACT

David L. Williams, AICP - Planning Director and Ray Maxwell, PE - Public Works Director

BUDGET IMPACT

Pending

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The County Planning Department in cooperation with the County Parks and Recreation, County Public Works, and the Gaston-Cleveland-Lincoln Urban Area Metropolitan Planning Organization (GCLMPO) have worked together to examine and submit one (1) application proposal that was due October 31, 2017 for funding consideration through the Federal Congestion Mitigation and Air Quality Program commonly referred to as CMAQ. Through the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA), this program continues to provide federal funds administered through the Department of Transportation for transportation improvement projects such as intersections, rail trail extensions, bicycle lanes, greenways and sidewalks, etc., in air quality nonattainment and maintenance areas to help achieve and maintain national standards for pollutants. Application for CMAQ Funding occurs biannually, and the proposed application is for federal fiscal year 2019; however, the funding does not allow for property condemnation, and property easements will only be acquired from willing property owners. In addition, the application requires an 80/20 split whereby 80 percent is the federal portion and the 20 percent represents the obligated match of the applicant. The County Project is for a sidewalk along Neal Hawkins Road, and the proposal would occur between the intersection at Hawk's Ridge Drive and the existing sidewalk infrastructure outside of the boundary at Martha River's Park in the city of Gastonia with an approximate \$372,116 total matching funds of the \$1,488,462 CMAQ Allocation. For any questions or clarification, David Williams (704) 866-3473, and Ray Maxwell (704) 862-7551, are the lead staffers through the CMAQ Application process. On December 9, 2017, the MPO Technical Coordination Committee (TCC) voted to recommend approval of the CMAQ Project Proposal List in the MPO Boundary to the Technical Advisory Committee (TAC), and on January 25, the TAC voted to approve moving forward the proposal list for submission to NCDOT. If the proposal is awarded, County Staff will request an opportunity to come back before the Board of Commission to request acceptance of the application and to request appropriation of the matching funds of up to \$372,116. Thus, the Board of Commission is requested to consider endorsement of the application. The proposal is in line with The 2035 Comprehensive Land Use Plan related to transportation.

POLICY IMPACT

N/A

ATTACHMENTS

Resolution, Map and Application



RESOLUTION TITLE: RESOLUTION TO ENDORSE ONE (1) COUNTY PROPOSED PROJECT THROUGH THE FEDERAL CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROGRAM. THE PROJECT IS A PROPOSED SIDEWALK ALONG NEAL HAWKINS ROAD WITHIN THE COUNTY BOUNDARY CONNECTING BETWEEN INTERSECTION AT HAWK'S RIDGE DRIVE AND EXISTING SIDEWALK AT MARTHA RIVER'S PARK WITHIN THE CITY OF GASTONIA BOUNDARY

WHEREAS, the Federal Highway Administration CMAQ Improvement Grant Program provides funding to local governments in air quality non-attainment and maintenance areas in North Carolina to undertake projects that reduce emissions from on-road motorized vehicles; and,

WHEREAS, CMAQ Funds are distributed by the North Carolina Department of Transportation to the Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO) for use by it eligible members; and,

WHEREAS, Gaston County currently has one proposed (1) project application for a sidewalk along Neal Hawkins Road occurring between intersection at Hawk's Ridge Drive and existing sidewalk at Martha River's Park in the City of Gastonia; and,

WHEREAS, the CMAQ Allocation for the proposed Neal Hawkins Road Sidewalk is \$1,488,462 with a local funds match of 20% or \$372,116 of the CMAQ Allocation; and,

WHEREAS, Gaston County acknowledges that any costs in excess of those paid through the CMAQ grants are the responsibility of the County and that implementation of the projects if awarded CMAQ grants is the responsibility of the County; and,

WHEREAS, the GCLMPO TCC voted on December 9, 2017 to move forward acceptance of the proposed project list to the GCLMPO TAC; and,

WHEREAS, the GCLMPO TAC voted on January 25 to accept the County CMAQ Application Proposal for submission to NCDOT.

NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners hereby endorses the NCDOT Project Application to the GCLMPO for the proposed Neal Hawkins Road Sidewalk and approves the local match and authorizes Planning Staff to provide necessary documentation in support of the grant application.

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

Proposed Sidewalk Neal Hawkins Road
Total Length: 3,697.72 feet or 0.70 miles +/-

CITY OF GASTONIA

COUNTY JURISDICTION

Existing Sidewalk at Subdivision Entrance

Proposed Midblock Crossing at Neal Hawkins Road & Forbes Road

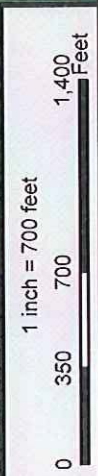
Existing Sidewalk at Martha Rivers Park

Scale: 1 inch = 700 feet
 0 350 700 1,400 Feet

Map Labels: Neal Hawkins Rd, Forbes Rd, Duxton Home Rd, Goddard Ln, Old South Ln, Robert Meigs Dr, Port Richmond Ave, Schenck Ave, Centennial St, Inwood Hill Dr, Village at Parkside, Harbor Islands Ct, Northway Island Ct, Hawk Ridge, Payton Downs Subdivision, Eagle Glen Ct, Hawks Ridge, Madison Green Townhomes, Loch Astor, Stone Dr, Castle Ct, Crestview St, Westover St, Westway Dr, Wix Way, Huntingman Ct, Pine Knoll Ct, Springlee Dr, Shady Park Dr, Valleywood Dr, Rileman, Union Rd, Old Neal Hawkins Rd, Walgreens, KFC, Riverview Pkwy, Martha Rivers Way, Ralston, NC 28054.

Existing Sidewalks
at Subdivision Entrance

**Existing Sidewalk
at Martha Rivers Park**



Congestion Mitigation & Air Quality (CMAQ)
FY 19 Application Form
Deadline: November 15, 2017

Please use this form to submit your request for CMAQ funding.

Project Sponsor Information	
Agency: Gaston County Government	
Contact Name : Juan G. Garcia & Ray Maxwell	
Address: 128 W. Main Ave. - Suite 216, Gastonia, NC 28052	
Telephone : (704) 866-3770 / (704) 862-7551	
E-Mail: juan.garcia@gastongov.com / ray.maxwell@gastongov.com	
Project Information	
Title: Sidewalk Improvements - Neal Hawkins Rd. near Intersection of Forbes Rd. and Martha Rivers Park entrance.	
<p>Description:</p> <p>The purpose of the proposal is to encourage pedestrian movement and accessibility by the sidewalk installation. Nearly 300 residential units are located in this area with access on Neil Hawkins Road. The proposal would extend between the intersection at Hawk Ridge Drive and the existing sidewalk infrastructure outside of the boundary of Martha River's Park.</p> <p>The intent is to build under the County Jurisdiction and to eventually connect to existing infrastructure through negotiation with neighboring the City of Gastonia to facilitate a sidewalk network. In addition, due to the high density of existing residential, the city park, a house of worship, other commercial uses just outside the project area, the sidewalk would encourage pedestrian movement/exercise in this area, increase the pedestrian safety as opposed to current existing conditions of no sidewalk for the majority of the area except for existing section inside city limits and outside of the park entrance. The entire length, including existing section of sidewalk, is approximately 3,462.30 feet, and such an alternative mode of travel might also contribute to reduction of vehicle mileage and emissions in terms of travel decisions that originate from within this corridor.</p> <p><input type="checkbox"/> Include a project map as an attachment to this application.</p>	
Project Type (check all that apply)	
<input checked="" type="checkbox"/> Transportation Control Measures <input type="checkbox"/> Extreme Low-Temperature Cold Start Programs <input type="checkbox"/> Alternative Fuels <input checked="" type="checkbox"/> Congestion Relief & Traffic Flow Improvements <input checked="" type="checkbox"/> Transit Improvements <input checked="" type="checkbox"/> Bicycle/Pedestrian Facilities & Programs <input checked="" type="checkbox"/> Travel Demand Management <input checked="" type="checkbox"/> Public Education & Outreach Activities	<input type="checkbox"/> Transportation Management Associations <input type="checkbox"/> Carpooling & Vanpooling <input type="checkbox"/> Freight/Intermodal <input type="checkbox"/> Diesel Engine Retrofits <input type="checkbox"/> Idle Reduction <input type="checkbox"/> Training <input type="checkbox"/> I/M Programs <input type="checkbox"/> Experimental Pilot Projects

Estimated Project Cost and Requested Delivery Schedule

CMAQ Funding Requested:

PE – \$250,000

ROW - \$15,000

Construction (including CEI) – \$1,223,462

Total CMAQ Cost: \$1,488,462

Local Match Funding:

PE – \$62,500

ROW – \$3,750

Construction (including CEI) – \$305,866

Total Local Match: \$372,116

Total Project Estimate: \$1,860,578

Desired Federal Fiscal Year: 2019

List the source(s) of local matching funds: **Gaston County Local Funds**

- ☐ **Complete the Project Budget Worksheet and include as an attachment to this application.**

In the following section, please provide information on how the project addresses the six categories in the GCLMPO's adopted CMAQ project ranking criteria (adopted September 28, 2017).

1. Pollutant Reduction (30 points possible)

Pollutant reductions are calculated by taking the calculated yearly NOx reductions and 25 percent of the calculated yearly PM 2.5 reductions, and then summing the two numbers. This yearly number is then multiplied by the number of years in the project lifetime. The result is the lifetime pollutant reduction. Please review the ranking criteria for more details.

The project is calculated to have an emissions reduction of 57.5 kg over the life of the project.

2. Project Cost Effectiveness (20 points possible)

What is the CMAQ cost per kilogram of pollutant removed over the life of the project (with kilograms removed defined by the weighting process from Criteria #1)? Projects that fall in the more-cost effective categories will receive additional points. Please review the ranking criteria for more details.

The CMAQ cost per kilogram of pollutant removed over the life of the project is estimated to be \$25,796.

3. Transportation Impact (15 points)

Will the proposed project improve the transportation system? Will it improve freight movement or non-Single Occupant Vehicle (SOV) travel? Will the project address an identified non-vehicular safety issue? If it reduced vehicular congestion, just how much congestion does it eliminate in terms of hours of delay per day? Please review the ranking criteria for more details.

From a multi-modal standpoint, it would improve the system by the inclusion of a sidewalk. It will not improve freight movement or non-SOV Travel. As to non-vehicular safety and vehicular congestion reduction, if the sidewalk facility is built, it would hopefully be a mitigating factor to reduce pedestrian and bicycle crashes along the subject section of road versus the existing condition of no sidewalk and increased potential for future pedestrian and bicycle crashes in this area as pedestrian and bicycle crashes have been cited along the subject road corridor. Crashes can still occur with a sidewalk in place, but in our opinion existence of a sidewalk is a safer mobility option than without a sidewalk in place as in current conditions. Also, with the number of residential and nonresidential uses and rec. opportunities, vehicular trips may be reduced as well as improvement of air quality.

4. Project Readiness (15 points possible)

Has an Engineer's Estimate been completed for the project? Does the project require environmental review? Has the applicant completed any LAPP Training within the past 5 years? Please review the ranking criteria for more details.

The engineer's estimate has been submitted, and as to any environmental review would be a categorical exclusion.

5. Project Maintenance & Management (10 points possible)

Has the applicant anticipated the ongoing maintenance and management obligations of the project? Does the applicant have a plan and the capability for maintenance and supervision of completed project? Please review the ranking criteria for more details.

As to ongoing maintenance and management obligations, preliminary estimated has been submitted, and the subject project will occur within existing ROW as required ROW access is limited. As to a plan and the capability for maintenance and supervision of completed project, Gaston County has previous experience with NCDOT Projects and has utilized CMAQ Funding previously, and administering three (3) CMAQ Projects currently. In closing, Gaston County, at no expense or liability to the NC Department of Transportation, will assume all maintenance responsibilities for the sidewalk, or as required by an executed encroachment agreement.

6. Concurrency with Existing Plans (10 points possible)

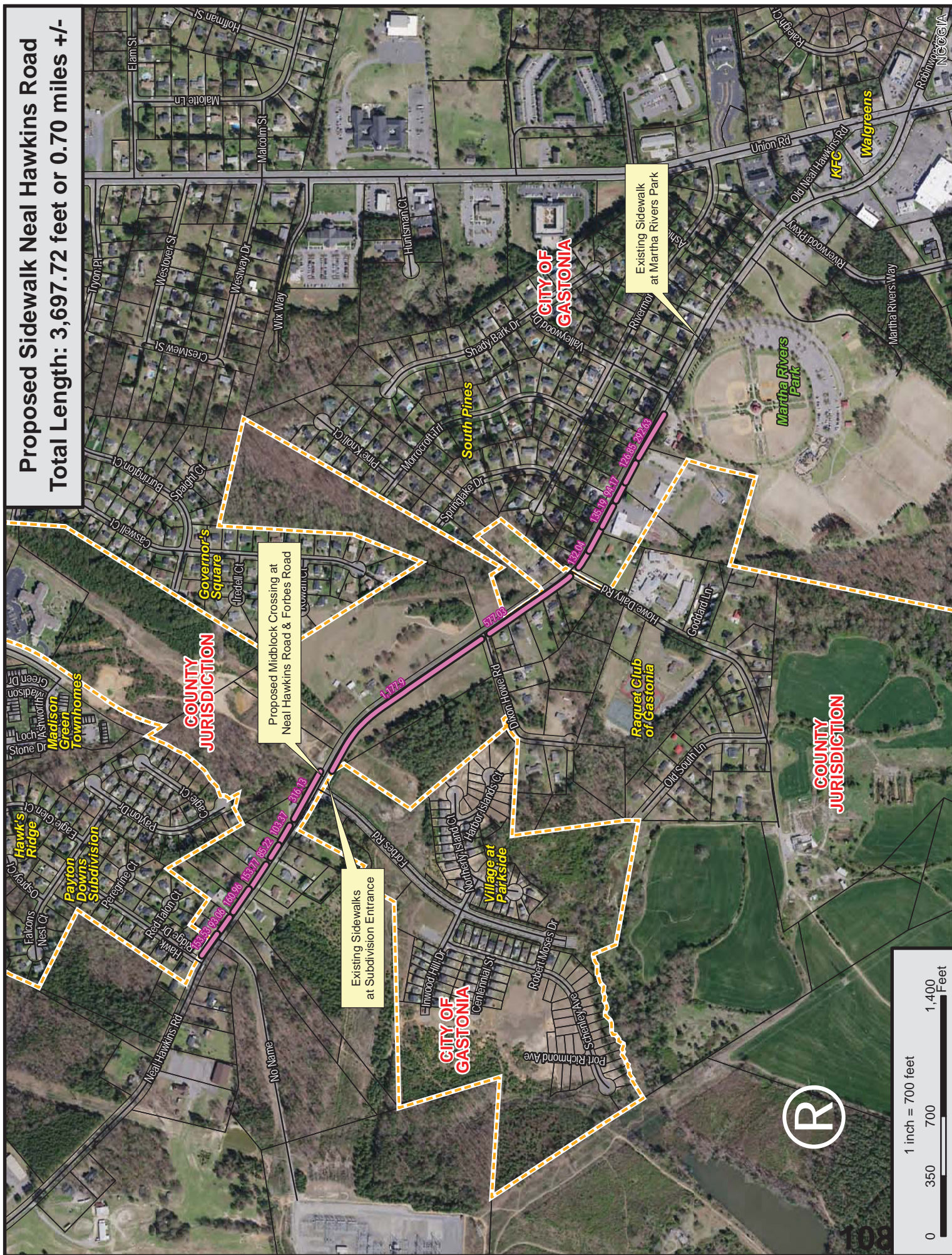
Has the proposed project been identified through a previous planning effort? Does the project help address an issue identified in those plans? Please review the ranking criteria for more details.

Yes, and is proposed in the 2040 Metropolitan Transportation Plan.

Other identified issues: due to a mix of a high residential density, attraction of a popular city park, a house of worship, other commercial uses just outside the project area as well as the influence of neighboring road network including Highway 321 S and Union Roads, the sidewalk would encourage a continual safer pedestrian movement as opposed to current conditions of no sidewalk for the majority of the area except for existing section inside city limits and outside of the park entrance as well as facilitating walking as an exercise option through this area. The entire length, including existing section of sidewalk, is approximately 3,462.30 feet, and such an alternative mode of travel might also contribute to reduction of vehicular trips and emissions reduction as it relates to trip decisions originating from within this corridor.

Proposed Sidewalk Neal Hawkins Road

Total Length: 3,697.72 feet or 0.70 miles +/-



Project Name: Neal Hawkins Road Sidewalk Improvements

Project Budget				
	Measurement	CMAQ Funding	Local Match	Total Cost
Design				
PE/Design (Typically 10-20% of construction cost)	EA	\$250,000	\$62,500	\$312,500
Environmental Documentation				
Environmental Documents	Included in PE			
ROW Acquisition				
ROW/Land Acquisition	LS	\$15,000	\$3,750	\$18,750
Utility Relocation				
Utility Relocation	LS	\$15,000	\$3,750	\$18,750
Construction				
Permit Acquisition (Environmental, Building, Etc.)	Included in PE			
Sidewalk (SY)	2,160	\$103,680	\$25,920	\$129,600
Curb & Gutter (LF)	3,880	\$93,120	\$23,280	\$116,400
Grading (AC/CY)	1.0/1,000	\$22,400	\$5,600	\$28,000
Crosswalk/Pavement Markings	LS	\$2,400	\$600	\$3,000
Retaining Walls	N/A		\$0	\$0
Fencing Items	N/A		\$0	\$0
Piping Needs (LF)	4,120	\$159,040	\$39,760	\$198,800
Signilization Needs	LS	\$2,400	\$600	\$3,000
Landscaping Items (AC)	0.5	\$1,200	\$300	\$1,500
Erosion Control Items	LS	\$18,672	\$4,668	\$23,340
Other		\$300,000	\$75,000	\$375,000
CEI/Materials Testing (Typically 15-20% of construction cost)	EA	\$125,000	\$31,250	\$156,250
Contingency (30%)		\$315,550	\$78,888	\$394,438
NCDOT Oversight (\$5000 or 5%, whichever is greater)		\$65,000	\$16,250	\$81,250
TOTAL		\$1,488,462	\$372,116	\$1,860,578
Is this based off of a preliminary engineering estimate? Yes/No If no, how did you come up with this cost estimate? Please explain.				Yes



Gaston County

Gaston County
Board of Commissioners
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Public Works

Board Action

File #: 18-025

Commissioner Grant - Public Works - To Accept an Offer to Purchase County Owned Surplus Parcels (PID 137140 and PID 137134) and Authorize Staff to Initiate the Upset Bid Process

STAFF CONTACT

Ray Maxwell, PE, Director - Public Works - 704-862-7551

BUDGET IMPACT

No Additional County Funds

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Gaston County currently owns two parcels, PID 137140 (9.8 acres) and PID 137134 (0.19 acres), located at 1900 West Davidson Avenue, Gastonia (former Rhyne Elementary School). On June 27, 2017 the Gaston County Board of Commissioners approved a Board Action (File #: 17-208) to declare these two non-essential, County-owned properties surplus and authorized staff to initiate sale procedures pursuant to applicable North Carolina General Statute. These parcels are not in an area the County is planning to redevelop, nor are they planned for current or future development for County use.

The Public Works office has received an offer from Mr. James Roane to purchase said properties for: PID 137140 - \$50,000 and PID 137134 - \$1,000. Approval of this Board Action formally accepts said offers and authorizes staff to proceed with the upset bid process.

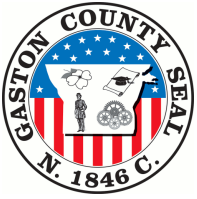
Under G.S. 160A-269, a County has the authority to "receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids." Under this statute, if the Board of Commissioners accepts the offers for these properties, the County must then advertise the bids in the newspaper and allow ten (10) days for other bids to be received. Staff will bring the highest and best offer back to the Commission for final approval.

POLICY IMPACT

N/A

ATTACHMENTS

N/A



Gaston County

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County Attorney

Board Action

File #: 18-078

ADDED/ Commissioner Philbeck - County Attorney - To Approve a Purchase Agreement with Gaston 232, LLC, for the Purchase of a Portion of the Proposed Apple Creek Industrial Site (180) Acres for \$3,604,000

STAFF CONTACT

Charles Moore - County Attorney

BUDGET IMPACT

The purchase agreement will appropriate \$100,000.00 in the FY 2018 budget as earnest money to allow for a due diligence period to review the property. The FY 2019 budget will be impacted by the additional \$3,504,000 purchase price. The County intends to obtain financing for the purchase, so the actual budget impact will be the amount of debt service on the anticipated debt.

BUDGET ORDINANCE IMPACT

Increase expenditures by \$100,000.

BACKGROUND

The County intends to obtain several tracts to extend the Gastonia Technical Park across Dallas-Bessemer City road.

POLICY IMPACT

N/A

ATTACHMENTS

Purchase Agreement



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT including any and all addenda attached hereto ("Agreement"), is by and between

a(n) Gaston County ("Buyer"), and
(individual or State of formation and type of entity)
a(n) Gaston 232, LLC ("Seller").
(individual or State of formation and type of entity)
NC limited liability company

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) Applewood Rd, Dallas-Bessemer City Hwy & White Jenkins Rd.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of 180.2 acres.

☐ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 206211, 207268, 207270, 207271, 207273, 207275, 207277, 212069, & 212070; and, (ii) some or all of the Property, consisting of approximately 180.2 acres, is described in Deed Book _____, Page No. _____, _____ County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 3,604,000 (b) "Purchase Price" shall mean the sum of Three Million Six Hundred Four Thousand & 00/xx Dollars,
payable on the following terms:

\$ 100,000 (i) "Earnest Money" shall mean One Hundred Thousand & 00/xx Dollars
or terms as follows: NA

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Stewart Title Guaranty Company (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer Initials GW Seller Initials _____

STANDARD FORM 580-T
Revised 7/2013
© 7/2015

☒ ANY EARNST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

☒ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ NA

(ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

\$ NA

(iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ NA

(iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 3,504,000

(v) **Cash, balance of Purchase Price**, at Closing in the amount of Three Million Five Hundred Four Thousand 800/xx Dollars.

Buyer Initials W Page 2 of 8 Seller Initials _____

STANDARD FORM 580-T
Revised 7/2013
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(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before June 13, 2018 or NA

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through through 11:59pm (based upon time at the locale of the Property) on May 29, 2018

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean: NA ("Listing Agency"),
____ ("Listing Agent" - License # _____)
Acting as: ☐ Seller's Agent; ☐ Dual Agent
and NA ("Selling Agency"),
____ ("Selling Agent" - License # _____)
Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows: 6412 Bannington Rd.
Charlotte, NC 28226
except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows: Administrative Building
128 West Main Avenue
Gastonia, NC 28053
Attn: Charles Moore
County Attorney
except as same may be changed pursuant to Section 12.

☐ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

None

Buyer Initials MA Page 3 of 8 Seller Initials _____

STANDARD FORM 580-T

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Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

All real property taxes for calendar year 2018.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Buyer acknowledges all of such information has been previously delivered to Buyer.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.


Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before NA, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials  Page 4 of 8 Seller Initials _____

STANDARD FORM 580-T
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(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

- (a) A list of all Leases shall be set forth on **Exhibit B**;
- (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;
- (c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.
- (d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.
- (e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Page 5 of 8
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Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.
Seller represents that the regular owners' association dues, if any, are \$ NA per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: ~~Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.~~ *Intentionally omitted.*

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Buyer Initials *MS* Seller Initials _____

Page 7 of 8

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

SELLER:

Individual

Individual

Date: _____

Date: _____

Date: _____

Date: _____

~~Business Entity~~

Gaston County
(Name of Entity)

Business Entity

Gaston 232, LLC
(Name of Entity)

By: _____

By: Mark E. Carpenter

Name: _____

Name: Mark E. Carpenter

Title: _____

Title: Manager

Date: _____

Date: 2-26-2018

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: _____

By: _____

Additional Terms:

24. AS IS. The Property is being sold "AS IS, WHERE IS" without representation of warranty except as expressly set forth herein.
25. Acceptance Deadline. Any offer which this Agreement may constitute shall be deemed withdrawn if not accepted by Buyer and a fully executed copy delivered by Buyer to Seller at or prior to 5:00 p.m. Thursday, March 1, 2018.



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Board of Commissioners

Board Action

File #: 18-061

Appointment List - Current Expiring Terms/Vacant Positions

STAFF CONTACT

Donna S. Buff, Clerk to the Board (704) 866-3196

Appointment List

February 27, 2018

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<u>Full Board</u>					
Full Board	Quality of Natural Resources Committee (QNRC)	Education	Vacant	Vacancy	10/31/2017
Full Board	Quality of Natural Resources Committee (QNRC)	Land Conservation	Vacant	Vacancy/Robert Cloninger, III	10/31/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Health	Vacant	Vacancy/Steve Tracy	10/31/2019
Full Board	Quality of Natural Resources Committee (QNRC)	Business	Vacant	Vacancy/Commissioner Tom Keigher	10/31/2019
<u>Brown</u>					
#7-CB	Animal Care and Enforcement Advisory Board	Humane Society	Term Expiring	Ms. Judith Johnson	02/28/2018
#7-CB	Housing Appeal Advisory Board	At Large	Term Expiring	Mr. Carson Dean	02/28/2018
#7-CB	Nursing Home Community Advisory Committee	NHA Appt.	Vacant	Vacancy/Shirley Ferguson	11/30/2011
#7-CB	Nursing Home Community Advisory Committee	At Large	Vacant	Vacancy/Margaret Pannell	06/30/2011
#7-CB	SARA Local Planning Committee (LEPC)	Industrial Commission Co. Uses/Stores Chemicals	Vacant	Vacancy/Michael Plummer	12/31/2015
#7-CB	Transportation Advisory Board (TAB)	Civic Organization	Vacant	Vacancy/Randy Watson	10/31/2016
#7-CB	Transportation Advisory Board (TAB)	Local Elected Officials/Staff & Alternate (Alternate votes only in absence of initial appointee)	Vacant	Vacancy/Mr. Bjorn Hansen	11/01/2020

Legend: Vacant = Person does not wish to be reappointed or has resigned; Term Expiring = Commissioner may reappoint if appointee desires to continue serving; Appointment or Reappoint Recommended = Agency has requested action, if Commissioner desires to do so.
Full Board = Appointment is made with motion/second/vote from the Board.

Appointment List

February 27, 2018

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
<u>Fraley</u>					
#4-AF	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy/Penny Stubbs	
#4-AF	Adult Care Home Community Advisory Committee	Domiciliary Home Appt.	Vacant	Vacancy/Jane B. Patrick	01/31/2020
#4-AF	Environmental Review Advisory Board	Professional Engineer	Term Expiring	Mr. Michael Trent Stanforth	01/31/2018
#4-AF	Family Advisory Board	Ministerial	Vacant	Vacancy/Chris Doster	04/30/2018
CH Twp.	Gaston County Board of Adjustments	At Large/Unincorporated Area Resident	Vacant	Vacancy/Vickie Spurling	12/31/2017
CH Twp.	Parks and Recreation Advisory Board	CH Twp.	Vacant	Vacancy/Mr Jim Ware	05/31/2019
#4-AF	SARA Local Planning Committee (LEPC)	American Red Cross	Vacant	Vacancy/Margaret Royster	12/31/2018
#4-AF	Transportation Advisory Board (TAB)	At Large (Private Citizen)	Term Expiring	Ms. Pamela Goode	10/31/2017
#4-AF	Transportation Advisory Board (TAB)	Division of Workforce Solutions	Vacant	Vacancy/Ms. Claudette Argabrite	11/01/2020
<u>Grant</u>					
#1-DG	Environmental Review Advisory Board	Chamber of Commerce Member	Vacant	Vacancy/Steve Rutledge	05/31/2018
#1-DG	Health and Human Services Board	At Large	Vacant	Vacancy	06/30/2018
#1-DG	Housing Appeal Advisory Board	Bldg. Contractor	Term Expiring	Mr. Britt Goodrich	02/28/2018
#1-DG	SARA Local Planning Committee (LEPC)	Media	Vacant	Vacancy/Megan Ward	12/31/2010
#1-DG	Travel & Tourism Advisory Board	Non-Profit Attraction	Vacant	Vacancy/Mr. Alex Mullineaux	01/31/2019

Legend: Vacant = Person does not wish to be reappointed or has resigned; Term Expiring = Commissioner may reappoint if appointee desires to continue serving; Appointment or Reappoint Recommended = Agency has requested action, if Commissioner desires to do so.
Full Board = Appointment is made with motion/second/vote from the Board.

Appointment List

February 27, 2018

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
Hovis					
#5-BH	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy/Beverly Hipp Dickson	
#5-BH	Adult Care Home Community Advisory Committee	NHA Appt	Vacant	Vacancy/Mary Alice Brown	
CM Twp.	Gaston County Board of Adjustments	At Large/Unincorporated Area Resident	Vacant	Vacancy/Peggy Leonard	12/31/2017
#5-BH	Nursing Home Community Advisory Committee	At Large	Vacant	Vacancy/Mary Alice Brown	01/31/2015
CM Twp.	Planning Board	CM Twp.	Vacant	Vacancy/Mr. Phil Coyle	01/31/2018
#5-BH	SARA Local Planning Committee (LEPC)	Citizen At Large	Vacant	Vacancy	12/31/2017
#5-BH	Transportation Advisory Board (TAB)	Gaston Community Action	Vacant	Vacancy/Karen Watts	10/31/2020
#5-BH	Transportation Advisory Board (TAB)	United Way of Gastonia	Vacant	Vacancy/Deborah Ally	10/31/2019
#5-BH	Transportation Advisory Board (TAB)	Local Elected Officials/Staff	Vacant	Vacancy/Donnie Loftis	10/31/2012
Keigher					
#6-TK	Adult Care Home Community Advisory Committee	NHA Appt	Vacant	Vacancy/Patricia (Patti) Lineberger	01/31/2018
#6-TK	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy	
#6-TK	Nursing Home Community Advisory Committee	At Large	Vacant	Vacancy/Thomas Gillespie	03/31/2016
#6-TK	Transportation Advisory Board (TAB)	Chamber of Commerce/Economic Development	Vacant	Vacancy/Richard "Dick" Cromlish, Jr.	05/31/2015
#6-TK	Transportation Advisory Board (TAB)	Vocational Rehabilitation	Vacant	Vacancy/Mr. Eric F. Davis	10/31/2020

Legend: Vacant = Person does not wish to be reappointed or has resigned; Term Expiring = Commissioner may reappoint if appointee desires to continue serving; Appointment or Reappoint Recommended = Agency has requested action, if Commissioner desires to do so.
Full Board = Appointment is made with motion/second/vote from the Board.

Appointment List

February 27, 2018

COMMISSIONER	BOARD	REPRESENTING	REASON	NAME	END DATE
Philbeck					
#2-TP	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy/Mr. William (Bill) Lineberger, III	11/30/2019
#2-TP	Adult Care Home Community Advisory Committee	Commission	Vacant	Vacancy/Norma Coleman	09/30/2019
#2-TP	Animal Care and Enforcement Advisory Board	Citizen At Large	Term Expiring	Mr. Reggie Horton	02/28/2018
#2-TP	Council on Aging	Region F AAC Delegate	Vacant	Vacancy/Ms. Eleanor C Beasley	05/31/2019
#2-TP	Family Advisory Board	Citizen At Large	Vacant	Vacancy/Anita Sanders	04/30/2019
#2-TP	Housing Appeal Advisory Board	HHS Board	Vacant	Vacancy/Fred M. Moss	04/30/2010
#2-TP	Juvenile Crime Prevention Council (JCPC)	United Way Rep./ Nonprofit Agency	Vacant	Vacancy/Maheshia Edwards	06/30/2019
#2-TP	Nursing Home Community Advisory Committee	At Large	Vacant	Vacancy/Betty Klimek	10/31/2014
#2-TP	Region F Aging Advisory Committee	At Large	Vacant	Vacancy/Ms. Eleanor C Beasley	05/31/2019
#2-TP	Transportation Advisory Board (TAB)	Private Citizen (Handicapped)	Vacant	Vacancy/Mr. Bill Dellinger, Jr.	10/31/2020
Worley					
#3-RW	Adult Care Home Community Advisory Committee	Domiciliary Home Appt.	Vacant	Vacancy/Keith Hart	
#3-RW	Health and Human Services Board	Psychologist (PhD)	Vacant	Vacancy/Dr. Ann Navarro	06/30/2017
#3-RW	SARA Local Planning Committee (LEPC)	Law Enforcement	Vacant	Vacancy/Mr. Randy Graham	12/31/2018
#3-RW	Transportation Advisory Board (TAB)	Private Transportation Provider	Vacant	Vacancy/Mr. Gary Miller	10/31/2018
#3-RW	Transportation Advisory Board (TAB)	Intercity Bus Operator	Vacant	Vacancy/Bob Pulkkinen	10/31/2014

***NOTE:** Quality Natural Resources Committee- Positions Assigned to Full Board.

Council on Aging - Appointee will automatically serve on the Home & Community Block Grant Advisory Committee

Nursing Home Community Advisory Committee - Membership Prerequisites for new appointees should be cleared through

Ruth Murphy (704) 862-7667

Legend: Vacant = Person does not wish to be reappointed or has resigned; Term Expiring = Commissioner may reappoint if appointee desires to continue serving; Appointment or Reappoint Recommended = Agency has requested action, if Commissioner desires to do so.
Full Board = Appointment is made with motion/second/vote from the Board.